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WITHDRAWN

WHAT IS A "TRAD[illegible]"? ... p. 196

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The Solicitors' Journal

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A.D. 1885.

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The Solicitors' Journal

VOL. LXXX. **Saturday, March 14, 1936.** No. 11

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Current Topics.

Citation of Statutes.

THE fact that before long we shall find a change in the regnal designation of our statutes may make it of interest to recall that the method of citation of parliamentary enactments has undergone considerable alterations in the course of the centuries. Not a few of our earlier Acts were named after the places where they were passed, an arrangement which gave us the Statutes of Merton, Marlborough, Winchester, Westminster, and Gloucester. Later, when the Parliament became fixed at Westminster, this method was no longer possible, and for a time the plan was adopted, borrowed, it is said, from the example of the Papal Bulls, of naming them from the first words of the text. This gave us two famous statutes, *De Donis* and *Quia Emptores*. As time went on and Acts of Parliament began to multiply they were cited according to the regnal year of the Sovereign then on the throne, but as Sir HARRIS NICOLAS pointed out in his "Chronology of History": "every year of a King's reign is in two years of our Lord, except (which has never yet happened) in the case of an accession on January 1," hence the double regnal year attached to so many of our statutes. This has often been a puzzle to students, and even a learned judge of a past generation declared that he could never understand "that 18 & 19 Vict. business." Time and again the suggestion has been put forward for the adoption of the practice prevailing in several of the Dominions of designating each statute by a number, as, for instance, "No. 123 of 1935." A partial remedy in the matter of easy citation was discovered by the invention of what is known as the short title, that is, a brief description of the scope of the enactment. This practice, after being followed for a number of years, received official approval in 1889, and later legislation applied the principle to a large number of earlier statutes. This was all to the good, but even the short titles are now and again longer than is absolutely essential if we are to aim at brevity of citation, and for that reason, as well as for others, there is much to be urged in favour of the practice of our kin beyond sea in attaching a number to their Acts.

Local Authorities' Requirements.

THE advantages to be secured by a reasonable degree of standardisation in the multifarious objects purchased by local authorities have already been alluded to in these pages, and the announcement that the Committee on Standardisation and Simplification has concluded an arrangement with the purchasing departments of government under which accredited representatives of local authorities will be afforded facilities for visiting the pattern and sample rooms maintained by those departments and inspecting the patterns there exhibited of articles which are among the normal requirements of local authorities will be of interest both to members of such authorities and also to ratepayers. The Committee is acting in an advisory capacity to local authorities organising their purchasing system on the lines recommended in its second report, the concluding pages of which foreshadowed an arrangement of the kind just described. Applications for permission to inspect should be made to the Chief Visiting Inspector, Central Department, Admiralty, S.W.1, for the Admiralty Pattern Rooms at Queen Anne's Gate, Westminster; to the Deputy Director of Ordnance Services, Royal Army Ordnance Depot, Didcot; to the Officer Commanding, Army Medical Store, Repository Road, Woolwich, S.E.18; to the Secretary, Air Ministry (C.I.S.), Adastral House, Kingsway, W.C.2, for the Air Ministry Pattern Room, Kidbrooke, S.E.3; and to the Superintendent, H.M. Office of Works Stores, Chase Road, Park Royal, N.W.10. It is stated that it will be desirable that local authorities' representatives in applying for permission to visit any of these pattern rooms give three or four days' notice of their intention to do so.

Property Owners and Recent Legislation.

THE tendency to enlarge powers of compulsory acquisition of land evinced by recent legislation and the failure to carry through the proposals of the London Rating (Unoccupied Hereditaments) Bill were the subject-matter of comment at a recent meeting, following the annual meeting, of the Property Owners' Protection Association. Sir PATRICK HANNON, M.P., who presided in the absence of Sir ROBERT GOWER, said that (according to the report in *The Times*) it was essential that they should organise to counteract the modern distorted philosophy of a certain political school under which other people's property was appropriated to alleged public uses. In defeating the London County Council's Unoccupied Hereditaments Bill they had done a service to the property owners of the whole country. Mr. JOHN A. ROSEVEAR, F.S.I., F.A.I., noted that under the Restriction of Ribbon Development Act, 1935, property owners in dealing not with the Minister of Health, but the Minister of Transport, would be brought into touch with an entirely new set of officials. The powers vested in highway authorities to fix standard widths for any but purely private roads meant, the speaker observed, that, with the Minister's consent, the local authority

could set back the building line to an extent which in many cases would mean the entire loss of normal building plots. The effect of this Act was also the subject of a speech by Mr. H. A. Hill, who intimated that it did not provide even the limited rights of appeal to the courts preserved in the Housing Act and the Town Planning Act. There was now, he said, not a piece of land in the country other than that in the vicinity of the Royal parks or palaces, or land already in the possession of local authorities, which could not be made the subject of a compulsory purchase order under powers conferred on local authorities by various Acts. The evil of compulsory purchase was, he urged, that it was being made much too easy for local authorities to get other people's land into their possession.

Vehicle Lighting Regulations.

It is announced that the Minister of Transport will shortly bring into operation the Road Vehicles Lighting Regulations, 1935, and that these will be in substantially the same form as the draft regulations referred to in our issue of 13th July last (79 Sol. J. 511). The new regulations will replace the Road Vehicles Lighting Regulations, 1929, and the Pedal Cycles (White Surface) Provisional Regulations, 1934. One of the chief evils which it is sought to eliminate is that of dazzling headlights on motor vehicles which were stated at the time when the draft regulations were circulated to be not only a common cause of accidents but also a source of inconvenience to all road users. The rules reflect the suggestion that the beam from any electric lamp exceeding six watts in power fitted to a motor vehicle should either be permanently deflected or capable of deflection to such an extent that it is incapable of dazzling any person standing on the same horizontal plane as the vehicle at a greater distance than 25 feet from the lamp and whose eye level is not less than 3 feet 6 inches above that plane. The Committee of the Pedestrians' Association intimates that it is of opinion that the only regulation that will make a really substantial contribution to road safety on this point will be one that requires all vehicles to be equipped with front lights, the rays of which are permanently deflected below the range of vision of another driver or of a pedestrian. Any measure which takes control out of the hands of the driver and places it in the machine embodies a sound safety principle, and the Association has sufficient evidence to show that there are lamps now on the market of the character suggested. With regard to the intention with which the Minister is credited to make it compulsory for drivers to dim and dip headlights when approaching another car, the Association points to the absence of a similar obligation when approaching a pedestrian, and as a pedestrian is asked in the Highway Code to walk on the right-hand side of a footpathless road, the proposed regulations will give no relief to the unfortunate person who has to walk on a busy road of this character at night under the infliction of continual glare. Unless the Minister is prepared to ensure that all motor vehicles in all circumstances shall be incapable of dazzling any road user, it is suggested that large numbers of pedestrians may take the view that both for safety and comfort they would be better advised to walk to the left rather than to the right-hand side of such a road.

The Measurement of Dazzle.

Criticism of the regulations from another angle is contained in a memorandum recently sent by the Royal Automobile Club to the Minister, where reference is made to the view previously expressed that when making regulations dealing with the subject, dazzle should be considered solely from the angle of the danger it causes, and not from any theoretical disposition of the beam of light emitted by the lamp. If the danger caused were made the crux of the offence, the use of terms such as "beam of light" and "dazzle" with their ambiguity could have been avoided, while, on the former point, it was thought that the motorist was capable of forming his own judgment—a fact which was already assumed (it was urged) in the Road Traffic Act, 1930, in which it is an offence to drive in a reckless or dangerous manner. In the light of these considerations an alternative regulation was put forward to the effect that no lamp showing a light to the front should be used on any vehicle unless the light was either permanently, or could be temporarily, so dipped, deflected, adjusted, or adapted as not to cause danger to other users of the highway. The views of the club may be indicated from the following paragraph concerning the memorandum which we quote from *The Times*: "Since it was accepted by all concerned, including the Minister of Transport, that the elimination of the danger from dazzle could be achieved by the dipping system, the motorist who desired to conform to the regulation was in a position to know that by fitting and using such a device he would be carrying out the intention of the regulation. The club were convinced that any regulation intended to reduce the danger from dazzle should be worded so as to have reference to that danger, and should not be based upon measurements or arbitrary arrangements of the beam. In the light of the opinion of the Pedestrians' Association indicated above, the view that the dazzle danger is capable of being eliminated by the dipping system, can hardly be regarded as accepted by all concerned, although it may not be easy to see what practical alternative is available.

Road Safety.

Last week's debate in the House of Commons was productive of an interesting summary by the Minister of Transport concerning the success of the various methods which have been adopted to secure the safety of all kinds of road users, and as it is our practice to note the inception of these methods a short note on some of the principal points touched upon may be given. The motion which was the subject of debate, and was agreed to, was, it may be recalled, in the following terms: "That this House, while welcoming the substantial reduction in road accidents which has resulted from recent action, urges upon His Majesty's Government the importance of pressing forward all possible measures to achieve a still further reduction, and asks that a uniform policy of constructing, surfacing, maintaining, signalling, and lighting the principal roads should be progressively pursued." Among the points stressed by Mr. C. Taylor, who was responsible for the motion, was the importance of adopting non-skid surfaces in the construction of roads. Hundreds of thousands of pounds were, he said, being wasted by local authorities in building roads which were completely unsuitable for traffic. Some central authority should have control, with power to enforce uniformity of construction of road surfaces. The speaker viewed with disfavour tramways, which were described as a danger not only to motorists but to the users of the tramcars themselves, and advocated the conferring of additional powers on the Minister of Transport or the setting up of a Central Highways Board, with the present Minister of Transport as President—a remedy which was also suggested to enable the Minister to "deal effectively" with the many obstinate local authorities with whom he has to contend. An increase in the number of the mobile police (who, it was thought, should not be permitted to wear plain clothes), dual control of vehicles driven by learners, the visiting with the severest penalties of the drunken motorist, periodical inspection of motor vehicles, particularly with a view to detection of weaknesses in second-hand cars, the use of films to inculcate road sense, and a provision to the effect that motorists should bear the first £10 or £20 of the cost of any major road accident in which they were involved were among the measures proposed. It was also suggested that the system of automatic signals should be extended and greater penalties attached to breach of the regulations concerning the same, while the lighting of many main roads was described as totally inadequate.

The Minister of Transport's Review.

In the course of his reply to the debate, Mr. Hore-Belisha, after sketching the enormous increase of motor traffic in recent years and the progress made in carrying out the five-year road plan, referred to a new type thin carpet which it was thought would last for several years and be the means of reducing accidents primarily due to skidding. With regard to road lighting, he intimated acceptance of the view advanced by a Departmental Committee that the standard to be provided was one capable of giving full visibility to a motorist travelling at 30 miles an hour without head lights. Greater uniformity could, it was noted, be attained by transferring control from the numerous existing highway authorities to some single absolute body. The importance of an accurate knowledge of the causes of accidents and the conditions in which they tend to occur was stressed as the foundation of measures designed to promote safety, in which connection the Minister referred to the arrangements made with the Home Secretary and the Secretary of State for Scotland for an analysis to be prepared from the beginning of April of all road accidents involving death or injury. A similar study undertaken last year in the Metropolis was stated to have produced encouraging results. The surprising effects of minor alterations carried out as a result of the particulars obtained in this analysis concerning four London thoroughfares with bad accident records were indicated in our issue of 14th December last (79 Sol. J. 930), and the figures there given need not be repeated. The success of pedestrian crossings was illustrated by the 24 per cent. reduction in pedestrian fatalities and the 12 per cent. reduction in pedestrian injuries recorded in London on the figures for 1933 and 1935. The effectiveness of the speed limit was demonstrated by the greater reductions in the number of casualties in city and town when compared with country areas. Driving tests, it was indicated, have kept off the road, at any rate temporarily, 35,744 or 15.2 per cent. of those who have presented themselves for examination since 20th March, 1935. Hopes were expressed that pedestrian guard rails which highway authorities are being invited to instal, the proposed anti-dazzle regulations, and the reports of safety for school children now in print, will keep down the figures which the increasing number of vehicles tends to maintain. It will be convenient to note at this point that the Minister returned an affirmative answer to a question addressed to him in Parliament on the same day, whether in view of the large number of motor vehicles, untraced, causing death or injury, he would consider issuing a regulation making compulsory the use of larger number plates and their more adequate illumination, and that in a further reply he said that he was proposing to circulate to the motoring organisations for their comments a proposal to increase the visibility of number plates.

The Solicitors Bill.

The Solicitors Bill, which was recently introduced in the House of Lords by the Master of the Rolls, is an amending measure of seventeen sections divided into two parts. Part I, ss. 1 to 5, contain a number of provisions modifying Part II of the Solicitors Act, 1932, regarding articles of clerkship and examinations, for details of which readers must be referred to the Bill itself (H.M. Stationery Office, price 3d. net). The chief provisions of Part II, grouped under the heading "Miscellaneous," are as follows: Clause 9, which is concerned with the production of orders of court to the registrar, is a re-draft of s. 11 of the Solicitors Act, 1932, so as to embrace orders for suspension as well as of the removal or striking off, of the name of a solicitor from the Roll, and relates, in terms, to orders of the Court of Appeal in addition to those of the High Court—a similar provision to the latter being made in the case of s. 10 of the Act, which relates to the power of the registrar to draw up orders. Clause 10 amends s. 37 of the Act, relating to practising certificates, by the substitution of the phrase "not within ten miles from the General Post Office in the City of London" for "more than twenty from London." Clause 11 contains additions to the grounds set out in s. 38, which confer on the registrar a discretion to refuse a practising certificate in certain cases. These are where a solicitor "(*d*) having failed to obtain a practising certificate within the twelve months next following the date of his admission to the Roll, first applies for such a certificate; or (*e*) applies for a practising certificate whilst he is a person to whom the powers and provisions of Part IV of the Lunacy Act, 1890, relating to management and administration apply." Clause 12 enables proceedings in respect of offences under ss. 48 and 49 of the Act of 1932 to be brought at any time within two years after commission or six months after first discovery (whichever is the shorter), notwithstanding anything in the Summary Jurisdiction Acts. The former of these sections relates to the preparation by an unqualified practitioner of certain documents for the purposes of the Land Registration Act, 1925, the latter to unqualified practitioners acting in the preparation of papers for probate. Clause 13 contains a number of provisions relating to service of documents at a solicitor's place of business, while cl. 14, which extends to Scotland and Northern Ireland, is declaratory and indicates, for the removal of doubts, that an application to, or an inquiry or other proceeding before, a disciplinary committee appointed under s. 4 of the Solicitors Act, 1932, or corresponding provision relating to Northern Ireland, is a "legal proceeding" within the meaning of the Bankers Books Evidence Act, 1879. The following two clauses relate to Scotland, to which as to Northern Ireland the provisions of the Bill do not, save as is expressly provided, apply (cl. 17). It is proposed that the measure shall come into operation on 1st January, 1937.

Recent Decisions.

In *Archie Parnell and Alfred Zeitlin Ltd.* v. *Theatre Royal (Drury Lane) Ltd.* (*The Times*, 6th March), the Court of Appeal upheld a decision of Eve, J. (79 Sol. J. 574), who awarded the plaintiffs £5,000 damages for breach of contract. At the time of an agreement for the touring rights of a play, by living actors, during the continuance of which no film rights, etc., were to be granted for the localities in question without the mutual agreement of the parties, the motion picture rights had, unknown to the plaintiffs, been sold, and the learned judge held that the bargain was that the plaintiffs should enjoy for the period stated the exclusive right in the particular territory to produce the play with living actors free from competition involved in the contemporaneous mechanical reproduction by talking films or pictures or otherwise.

In *Strangways-Lesmere* v. *Clayton and Others* (*The Times*, 7th March), the plaintiff recovered damages of the amount agreed if liability were established in respect of the death of his wife, which was, it was held, due to the negligence of two nurses. The hospital authorities were not held liable, and judgment was given in their favour with costs. The accident arose from the administration of an excessive dose of paraldehyde in circumstances which cannot be debated here.

In *Whelan* (*Inspector of Taxes*) v. *Alfred Leney and Co. Ltd.* and *Loughman* (*Inspector of Taxes*) v. *Marston's Dolphin Brewery, Ltd.* (*in liquidation*) (*The Times*, 10th March), the House of Lords dismissed two appeals from the Court of Appeal involving the same point of principle relating to income tax on "tied" licensed houses, and did not accede to the argument of the Crown that for tax purposes rent under the leases was separable with that paid for the land and the ties, and that the portion payable in respect of the latter was a profit or gain which did not arise from property in land assessable under Sched. A, but was a profit or gain under Sched. D. The decision of the Court of Appeal in *Alfred Leney and Co. Ltd.* v. *Whelan* (*Inspector of Taxes*) was reported in (1934) 78 Sol. J. 586.

What is a "Trap"?

Mr. Justice Hilbery recently asked counsel in an unreported action whether in any of the authorities there appeared a definition of a "trap." The action, *Croll* v. *L.C.C.* (29th January, 1936) was brought by a lodger against the landlords of a large block of flats for alleged breach of duty owing to failure to provide adequate lighting on a common staircase and failure to provide a central handrail on the staircase. The flats surrounded a common quadrangle which was seven feet six inches below the level of the street, and in order to reach his flat from the street the plaintiff had to descend two flights of stairs separated from one another by a landing three feet in width. The plaintiff proved that the upper flight was lit but the lower flight consisting of nine stairs was in deep shadow, owing to the angle at which the illuminating lamp was inclined. One night the plaintiff fell over the first step of the second flight and broke his leg. It was not contended that the plaintiff did not know of the bad lighting, as he had been a lodger in the same flat for four years before the accident, and for the same reason he knew of the absence of a handrail. It was contended, however, that the alleged trap consisted in the combined circumstances of the absence of a handrail and of the defective lighting.

It was admitted that the plaintiff was a licensee, in view of the opinions of the majority of the judges in the House of Lords' case of *Fairman* v. *Perpetual Investment Building Society* [1923] A.C. 74, and it was argued that the duty of the owner of premises to a licensee was not to "expose the licensee to a hidden peril" (per Lord Wrenbury, at p. 69). This "hidden peril" is in many of the cases called a trap, and Lord Wrenbury in *Fairman's Case* gives the following excellent example: "If one step in a staircase or one rung in a ladder is removed during the course of a day and a man who had used the staircase or ladder in the morning comes home in the evening finding the staircase or ladder ostensibly offered for use and comes up or down it without looking out for that which none would reasonably expect, namely, that a step or rung had been removed, he has nevertheless suffered from what has generally been called 'a trap,' although if he had stopped and looked he would have seen that the step or rung had been removed."

A definition was actually attempted by Lord Justice Scrutton in *Hayward* v. *Drury Lane Theatre and Moss Empires* [1917] 2 K.B. 899, 913, in the following passage: "A bare or mere licensee, one who has no common interest with the owner of the premises but is there by the owner's permission, takes the premises as he finds them, with all their dangers and traps, a trap being a danger which a person who does not know the premises could not avoid by reasonable care and skill."

It is not clear from the authorities whether knowledge of the trap can be imputed to an owner. Lord Atkinson on p. 86 of *Fairman's Case* said: "The landlord was on his own side bound not to expose her, without warning, to a hidden peril, of the existence of which he knew, or ought to have known. He owed a duty to her not to lay a trap for her." Lord Wrenbury also spoke (at p. 96) of "a danger of which the owner has knowledge or ought to have knowledge." In "Salmond's Law of Torts," 8th ed., 1934, pp. 518–19, the opinion was expressed that "it must be taken that the dicta of Lord Atkinson and Lord Wrenbury were made *per incuriam*." The learned editor submits that Lord Hailsham in *Addie and Sons* v. *Dumbreck* [1929] A.C. pp. 358, 365, was also speaking *per incuriam*. Lord Hailsham there said: "In the case of persons who are not there by invitation but who are there by leave and licence, express or implied, the duty is much less stringent—the occupier has no duty to ensure that the premises are safe, but he is bound not to create a trap or to allow a concealed danger to exist upon the said premises which is not apparent to the visitor, but which is known or ought to be known to the occupier." The learned editor, however, frankly draws attention to the fact that Greer, L.J., quoted these words with approval in *Liddle* v. *Yorkshire (North Riding) County Council* [1934] 2 K.B. 119–20. The view of "Salmond on Torts" is also supported by the *obiter* remarks of Bankes, L.J., in *Sutcliffe* v. *Clients' Investment Co.* [1924] 2 K.B. 746, 755, where he said: "In my view this court ought not to take these expressions as effecting an alteration in the law," as "it was not necessary in that case to extend or enlarge the liability of an occupier towards a bare licensee." The reason given by Salmond for rejecting the dicta of Lords Hailsham, Wrenbury and Atkinson and Lord Justice Greer is that "if these dicta were correct the duty towards a licensee would be exactly the same as the duty to an invitee in accordance with the restricted interpretation of *Indermaur* v. *Dames* (1866), L.R. 1 C.P. 274, as adopted by Lord Atkinson himself in *Cavalier* v. *Pope* [1906] A.C., p. 432: 'With respect to such a visitor at least, we consider it settled law, that he, using reasonable care on his own part for his own safety, is entitled to expect that the occupier shall on his part use reasonable care to prevent damage from unusual danger which he knows or ought to know.'"

Landlords have successfully defended actions brought by licensees in the case of injuries caused by a missing railing (*Dobson* v. *Horsley* [1915] 1 K.B. 634); an unfenced staircase, *Lucy* v. *Bawden* [1914] 2 K.B. 318; an unlighted staircase, *Huggett* v. *Myers* [1908] 2 K.B. 278. In *Huggett* v. *Myers* Sir Gorell Barnes said: "In the present case the staircase being pitch dark, the risk of using it without providing himself with any light was obvious to the plaintiff." In *Dobson* v. *Horsley* Buckley, L.J., said: "The defective railing was obvious to persons using the steps; it was no trap by the lessor." Phillimore, L.J., said: "If there is a step you are entitled to assume that you can safely step upon it; and so, in the case of a balustrade, if it fails on bearing pressure, there is a trap. If a step is no wider and no less steep than it appears to be, no complaint can be made because it is no wider or shallower."

Counsel for the plaintiff in *Croll* v. *L.C.C.* (above) urged that, although the plaintiff knew of both the defective lighting and the absence of a centre handrail, he nevertheless did not know of the danger caused by the absence of both at the same time, namely, that if he fell there would be nothing to which he could hold so as to save himself, and that therefore there was a trap or hidden danger. The plaintiff was a healthy young man of thirty-seven and would not be aware of the fact—until it happened—that if he slipped on the stone stairs, the absence of a handrail would cause serious injuries. It was contended that "danger" was a relative word, and must necessarily mean "danger of injury." Mr. Justice Hilbery pointed out that Lord Sumner said in *Fairman's Case* that "the defendants cannot be made liable because the plaintiff on this particular morning did not realise the effect of what she saw." In reply, counsel for the plaintiff pointed out that that was said with regard to a different set of circumstances, the plaintiff having tripped over a staircase depression which was irregular owing to iron bars having been embedded in the cement and running along the whole length of the tread. It will also be observed that Lord Sumner said "on this particular morning," while the facts in *Croll's Case* were that the plaintiff would be continuously unaware of the danger of injury until the actual accident happened.

Thus, whether one defines "trap" as "a danger which a person who does not know the premises could not avoid by reasonable care and skill" (as in *Hayward's Case*), or as a danger which a licensee "did not know, and as a reasonable person using reasonable care would not know" (per Lord Wrenbury in *Fairman's Case*), the real questions in practice would appear to be (*a*) did the licensee know both of the defect and of the possibility of injury from it, or (*b*) if he did not know, ought he, as a reasonable person using reasonable care, to have known both of the defect and of the possibility of injury from it? It is submitted that, even though a

plaintiff knew of a defect, if he did not know of the possibility of injury from it, and ought not, using reasonable care, to have known, he is entitled to succeed, provided, of course, that the defendants knew of it. In *Croll's Case* Mr. Justice Hilbery, in finding for the defendants, held, *inter alia*, that the plaintiff knew of the existence of the two alleged defects, and was therefore not entitled to succeed. It may be that the cases in which the defects themselves can be separated from their injurious consequences so that one may know the first but not know the second are few. "Danger," however, has no meaning apart from its injurious consequences, and "hidden danger" must connote both a lack of knowledge of the defect and a lack of knowledge of the consequences of the defect. Cases will certainly arise in the future when knowledge of a defect may co-exist with ignorance of its injurious consequences, and in such cases it will, it is submitted, be open to the plaintiff to show that there was a trap.

Company Law and Practice.

Some observations on the increase of a Company's Capital.

THE 1929 Act deals, among other methods of altering share capital, with an increase of capital by s. 50, whereby (sub-ss. (1) and (2)) a company limited by shares or a company limited by guarantee and having a share capital, if so authorised by its articles, may alter the conditions of its memorandum of association by (*a*) increasing its share capital by new shares of such amount as it thinks expedient, and the company in general meeting must exercise this power conferred by the section. It will be observed that the section makes no reference to the type of resolution that must be employed, i.e., whether it must be ordinary, extraordinary or special; and that being so, as a general rule and apart from the requirements of specific articles, an ordinary resolution is sufficient. This is the case with Table A itself, which provides by art. 34 that "the company may from time to time by ordinary resolution increase the share capital by such sums, to be divided into shares of such amount, as the resolution shall prescribe." There are also certain enactments which are consequential upon the passing of such a resolution, and which deserve our notice. First of all, every copy of the memorandum of association which is issued after the date of the alteration to the memorandum—that is to say, after the passing of the resolution—must "be in accordance with" the alteration, i.e., embody it; and if, where any such alteration has been made, the company at any time after the date of the alteration issues any copies of the memorandum which are not in accordance with the alteration, it will be liable to a fine not exceeding £1 for each copy so issued, and every officer of the company who is in default becomes liable to the like penalty: s. 24. Secondly, where a company having a share capital, whether or not its shares have been converted into stock, has increased its share capital beyond the registered share capital, it must within fifteen days after the passing of the resolution which authorises the increase give notice of the increase to the registrar of companies, and he is to record the increase: s. 52 (1). Sub-section (2) of that section provides that this notice which is to be given under sub-s. (1) is to include such particulars as may be prescribed (see Form 10 of the Board of Trade Forms) with respect to the classes of shares affected and the conditions subject to which the new shares have been or are to be issued, and there must be forwarded to the registrar, together with the notice, a printed copy of the resolution authorising the increase. If default is made in complying with the section, the company and every officer of the company who is in default becomes liable to a default fine (which is defined by s. 365 (1) as meaning a fine not exceeding £5 for every day during which the default continues): s. 52 (3). The expression "officer of the company" here means any director (which includes any person occupying the position of director by whatever name called (s. 380)), manager, secretary, or other officer of the company, who knowingly and wilfully authorises or permits the default: s. 365 (2). As regards unlimited companies which register as limited under the Act, by virtue of s. 16, it is perhaps worth noticing that, under s. 53 (1), such an unlimited company having a share capital may, by its resolution for such registration as a limited company, increase the nominal amount of its share capital by increasing the nominal amount of each of its shares, but subject to the condition that no part of its increased capital is to be capable of being called up except in the event and for the purposes of the company being wound up.

The method of exercising the powers conferred by the section and its predecessors is a question that has, from time to time, cropped up for the decision of the courts, and it is, I think, worth our while to investigate some of these cases. It will be remembered that under the section a company can increase its capital only "if so authorised by its articles": in *In re Bank of Hindustan, China & Japan: Campbell's Case*, 9 Ch. 1, the facts material for our purposes were that an agreement was arrived at between two companies, namely, company S (the sellers) and company B (the buyers), whereby B company was to buy the business of S company, and the consideration was to be paid in shares of B company, which were to be issued to S company and divided amongst its shareholders. All the shares authorised by the articles of association of B company had been already issued, and the articles contained no power to increase the company's capital. In these circumstances, special resolutions, approving the agreement and also authorising the creation of the new shares necessary to satisfy the consideration payable under the agreement, were passed at one extraordinary general meeting of B company, and were confirmed at a second meeting. Subsequently various questions arose with only one of which need we bother ourselves, and this was the contention urged before the Court of Appeal that, as B company had already exhausted its powers of increasing its capital, it was necessary to alter its articles and to take power thereunder to create further capital before the additional shares so required could be lawfully created. Lord Selborne, the Lord Chancellor, used these words in voicing his opinion on the matter, at p. 9: "If the effect of that resolution was necessarily to alter the regulations of the company—that is, the articles of association as originally framed—by authorising an increase of the capital by the issue of new shares which those articles did not authorise, then I think it was sufficient to enable the company to modify, by an actual issue of new shares, pursuant to that authority, the conditions as to the amount of the capital of the company contained in the memorandum of association. And it appears to me that such was the necessary effect of this resolution, although neither the memorandum of association nor the articles of association were in so many words mentioned therein." He also pointed out that the statute (which was the 1862 Act) did not prescribe any particular form in which the modification of the memorandum by an increase of capital was to be made, nor did it say that express mention must necessarily be made either of the memorandum, or (when a resolution altering in effect the articles is passed) of the articles of association: a criticism which applies with equal force to the provisions of the 1929 Act; and he continued: "I apprehend that it is consistent with sound general principles . . . to hold that the powers given . . . may be well exercised, whenever the things authorised were in substance done by those who were made by the statute competent to do them." Nowadays it is an almost universal practice to take power by the articles to increase the capital, so that difficulties of this nature seldom arise; but one should remember all the same that, by virtue of this decision, the proposition exists that, where articles do not authorise an

increase, it is not necessary to pass a special resolutlon altering the articles so as to take the power and then to pass an ordinary resolution increasing the capital, but the whole operation can be validly carried out, *uno flatu*, by a single special resolution increasing the capital. This decision was followed in *Taylor* v. *Pilsen Joel and General Electric Light Company*, 27 Ch. D. 268, where the defendant company, which had formed a scheme for reducing their capital by the purchase of fully paid shares, this being in violation of their articles, passed a resolution at a general meeting: "That notwithstanding anything contained in the articles, the directors be authorised to carry out the following compromise or modification of the agreement with the vendors," which was in effect to cancel 12,000 fully paid vendors' £5 shares upon payment of £1 3s. 4d. per share. It was held that the resolution was valid, although its effect was to carry out two distinct objects, namely, to set aside for the purpose of this transaction the article forbidding the purchase of shares, and to authorise the directors to carry out the proposed scheme. The legality of the scheme is questionable in view of the present provisions against the purchase by a company of its own shares; but the decision is useful as an illustration of the principle which emerges from *Campbell's Case*, *supra*.

The importance of the correct procedure surrounding an increase of a company's capital, and the consequences of an irregularity in that procedure, appear from the case of *In re Miller's Dale and Ashwood Dale Lime Company*, 31 Ch.D. 211. The decision was concerned with s. 51 of the 1862 Act, which provided that there must be an interval of not less than fourteen clear days between the meeting at which a special resolution is passed and the meeting confirming the resolution. The articles of this particular company provided that the capital could be increased only by a special resolution of the company, but the interval between the two meetings then necessary for passing and confirming the special resolution was less than the statutory fourteen clear days, being in fact only thirteen clear days. One of the directors had taken some of the new shares which resulted from the increase of capital. Later, the company went into liquidation, and this director objected to his name being put on the list of contributories on the ground that the resolution in question was invalid. The court did not allow his objection to prevail, holding that he was properly placed on the list of contributories, and that the statutory defect in the resolution affected only the position of the Company and its shareholders *inter se*, but did not concern the creditors. It is submitted that this decision is still applicable to a statutory defect of a similar character under the 1929 Act (e.g., the failure to give twenty-one clear days' notice of a special resolution, where the company's articles require, as they did in this case, a special resolution for an increase of capital), although the necessity for a second meeting to confirm a special resolution passed at a previous meeting has now been dispensed with. The principle upon which Bacon, V.-C., proceeded was that there may be equities between shareholders and the company entitling shareholders to be removed from the list of contributories, but that is no answer to the legal rights of the creditors who have trusted them both, and the contrary proposition omitted the fact that there is a distinction between the rights of shareholders *inter se* and the rights which they owe to the creditors of the company. The result of holding otherwise was illustrated by him with the supposition that a number of ticket-of-leave men combined to defraud the public by forming a company and then passing a resolution to increase its capital, taking care to leave out a day on purpose between the two meetings, so that nothing done by them at the meetings should be lawful; then they might raise the capital, get subscriptions from the unsuspecting public and spend the money, whereupon the creditors would find to their cost that they had no redress against these gentlemen.

It should not be forgotten that upon an increase of capital, a statement of the increase of the nominal capital has also to be registered (in addition to the notice of increase), upon which stamp duty is payable on the nominal amount of the increase (see s. 112 of the Stamp Act, 1891, as amended). This question of stamp duty arose in the case of *The Attorney-General* v. *The Anglo-Argentine Tramways Company Limited* [1909] 1 K.B. 677, where the company's articles gave the directors power, with the sanction of a general meeting, to increase the company's capital by creating and issuing new shares. A general meeting passed a resolution authorising the directors to increase the company's capital by an amount not exceeding the nominal sum of £5,000,000 by the creation and issue from time to time of new ordinary shares of £5 each. The directors thereupon passed a resolution increasing the capital by £200,000 by the creation and issue of 40,000 new ordinary shares of £5 each, and subsequently they passed another resolution in similar language increasing the capital by £2,800,000. The Crown's contention was that stamp duty under s. 112 was payable in respect of an increase of capital of £5,000,000, but the defendants maintained that duty was payable only in respect of the amount of capital which had been actually created and issued by the directors—i.e., £3,000,000. The court, however, upheld the contention of the Crown, on the ground that the expression "registered capital" in s. 112 meant authorised capital, or the maximum amount of capital which the company had power to issue. A similar question arose in *Attorney-General* v. *Tube Investments Limited* [1930] W.N. 59, in which the facts were, in the opinion of Lawrence, L.J., indistinguishable from those in the former decision, which decision Lawrence, L.J., considered was wrong and should be overruled, and the Court of Appeal held that s. 112 was inapplicable to a power which was not in itself effective to increase the capital, but which left further steps to be taken before the increase could be said to have been made.

A Conveyancer's Diary.

Contingent Pecuniary Legacies—Maintenance.

I HAVE recently had to consider once more the question of the right of an infant to maintenance from the income arising from a legacy or fund to which the infant is contingently entitled.

The statutory provisions on the subject must first be considered.

By s. 31 (1) of the T.A., 1925, it is enacted that where any property is held by trustees in trust for any person for any interest whatsoever, whether vested or contingent, then, subject to prior charges, during the infancy of any such person the trustees may at their sole discretion pay to his parent or guardian or otherwise apply for his maintenance, education or benefit the whole or such part of the income as may be reasonable, whether or not there is any other fund applicable for the same purpose, or any person bound to provide for his maintenance, and further that if such person has not a vested interest in the income on attaining twenty-one the income shall be paid to him until he attains a vested interest therein or dies or until failure of his interest.

There is a proviso in sub-s. (3) as follows:—

"This section applies in the case of a contingent interest only if the limitation or trust carries the intermediate income of the property, but it applies to a future or contingent legacy by the parent of, or a person standing *in loco parentis* to, the legatee if and for such period as under the general law the legacy carries interest for the maintenance of the legatee . . ."

Then there is s. 175 of the L.P.A., 1925, which enacts:—

"(1) A contingent or future specific devise or bequest of property whether real or personal and a contingent residuary devise of freehold land to trustees upon trust for persons whose interests are contingent or executory

shall, subject to the statutory provisions relating to accumulations, carry the intermediate income of that property except so far as such income or any part thereof may be otherwise especially disposed of.

"(2) This section only applies to wills coming into operation after the commencement of this Act."

The latest case on the question is *Re Raine* [1929] 1 Ch. 716.

The facts in that case were that a testatrix gave various legacies, and amongst others to her godchild S the sum of £2,000 if and when he should attain the age of twenty-one. There was a gift of residue to trustees upon trust for conversion. There was not any direction to set aside a fund to answer the contingent legacy.

The executors set aside a fund to answer the contingent legacy and distributed the residue.

The question was whether the income of the fund set aside for the contingent legacy was available for the maintenance of the infant.

Eve, J., held that maintenance could not be given out of the income of the fund.

It seems clear that the statutory provisions to which I have referred do not apply so as to allow maintenance to be given.

It was contended in *Re Raine* that the word "specific" in s. 175 (1) of the L.P.A. qualifies the word "devise" and not "bequest," but that contention could not reasonably be supported. Moreover, a contingent legacy such as that bequeathed in that case is not a bequest "to trustees upon trust for persons whose interests are contingent." It could not be said that the executors in such a case held the fund set aside in trust for the legatee. They hold it in trust to raise thereout the amount of the legacy and pay it over to the legatee upon his attaining an absolute interest.

It appears also that s. 31 of the T.A. does not apply so as to authorise payment of maintenance where, independently of that enactment, the legatee would not have been entitled to interest on the legacy.

The authorities from which the rules applicable can be gathered are *Re Dickson* (1885), 29 Ch. D. 331; *Re Moody* [1895] 1 Ch. 101; *Re Bowlby* [1904] 2 Ch. 685; *Re Churchill* [1909] 2 Ch. 431; *Re Boulton* [1918] 2 Ch. 40; *Re Stokes* [1928] Ch. 716; and *Re Raine*, already mentioned.

I have stated the rules to be deduced from these authorities before, but I think that they will bear repetition:—

(1) If the testator was a parent of or *in loco parentis* to the infant legatee, then even if the legacy is not directed by the testator to be set apart for the benefit of the legatee, the legacy will bear interest for maintenance when no maintenance is expressly provided for the infant by the testator.

(2) Where the testator is not the parent of or *in loco parentis* to the legatee and there is no direction to set apart the legacy for the benefit of the infant, the legacy does not bear interest until it vests, and in the meantime the income is not available for maintenance.

(3) Where a contingent legacy is directed to be set aside so as to be available for the legatee as soon as the contingency happens, then the fund carries all its accretions from the time when it is set aside.

(4) When the testator has expressed an intention that the legatee shall be maintained as part of the testator's bounty the legacy will bear interest from the testator's death and maintenance may be allowed out of such interest.

It is, of course, essential, in order that the income of a fund set aside to answer a contingent legacy may be available for maintenance, that the setting aside shall be by the direction of the testator and not by the executors in the course of administration.

In *Re Dickson* a testator gave legacies to classes of persons who should be living at his death and attain twenty-one and gave the residue of his estate to other persons. It was held that the several contingent legacies did not come within the description of property "held by trustees in trust for an infant," and the income of the fund to provide the legacies was not available for the maintenance of the legatees.

In *Re Stokes* there was a direction by the testator for a fund to be set aside which made the income applicable for maintenance.

In *Re Raine* there was no such direction, but the executors had, in fact, set aside a fund and maintenance was not allowed out of the income.

The position may be summed up as follows:—Where a contingent pecuniary legacy to an infant is directed to be set apart, the income arising therefrom is applicable for maintenance of the legatee, but where there is no direction to set apart, the income is not so applicable (notwithstanding that the legacy may in fact have been set apart for convenience of administration) unless (*a*) the testator is a parent of or *in loco parentis* to the infant, or (*b*) there is an expressed intention in the will that the legatee is to be maintained out of the testator's bounty. And further, that, although s. 31 of the T.A., 1925, is to be read into the will, that, in itself, does not constitute an expressed intention on the part of the testator that the legatee is to be so maintained.

Landlord and Tenant Notebook.

Withholding of Consent to Improvement.

Since the Landlord and Tenant Act, 1927, was passed, three decisions interpreting s. 19 (2) have been recorded: *Lilley & Skinner Ltd.* v. *Crump* (1929), 73 Sol. J. 366; *Balls Bros. Ltd.* v. *Sinclair* [1931] 2 Ch. 324; and (in our issue of last week) *F. W. Woolworth and Co. Ltd.* v. *Lambert* (1936), 80 Sol. J. 186. The first two were tenants' victories; in the recent case the landlord succeeded.

The sub-section provides: "In all leases . . . containing a covenant . . . against the making of improvements without licence or consent, such covenant shall be deemed . . . to be subject to a proviso that such licence or consent is not to be unreasonably withheld," but goes on to declare, *inter alia*, that a landlord may stipulate for a sum of money representing any damage to or diminution in value in the premises or to neighbouring premises which are his, and may, if the proposed improvement will not add to the letting value, insist on a covenant to reinstate.

A difficulty which has been a feature of all three cases lies in the fact that no one has ever seen a covenant which prohibits the making of improvements in so many words.

It has not been seriously disputed that the enactment applies to all covenants against alterations and additions in so far as a proposed alteration or addition may be an improvement, but then the question arises, what is an improvement?

Courts of law have usually fought shy of deciding questions of taste. In *Taylor* v. *Portington* (1855), 7 De G., M & G., 328, specific performance was sought of an agreement for a lease which provided that the defendant should have a room "handsomely decorated according to the present style," and refused on the ground of vagueness. On the same ground a court declined to enforce a covenant "not to erect any buildings of an unseemly description" in *Murray* v. *Dunn* [1907] A.C. 283.

Granted that the question of improvement is a less delicate one than those raised by the above authorities, there must be cases in which there is room for two opinions.

In the first of the reported authorities, *Lilley & Skinner Ltd.* v. *Crump* (1929), 73 Sol. J. 366, discussion was practically limited to the objective plane. The plaintiffs had five adjoining shops, four of which they held of the defendant, and wanted to make two openings between the last of the four and the other one. The lease prohibited alterations without the defendant's consent, and prohibited cutting and maiming

of walls absolutely. The claim, for a declaration, was resisted on the ground that the proposed apertures would infringe the absolute covenant even if they effected an alteration which was an improvement. The court treated the problem as one which depended upon which category the proposed work fell into, and decided it was an alteration.

It seems to me that, to justify this conclusion technically, it is necessary to construe the covenant against maiming and cutting as meaning not so to maim or cut as to disfigure or alter the premises for the worse, thus leaving alterations for the better to be covered by the qualified covenant.

At all events, the case did not raise the question from whose point of view is the matter of improvement or non-improvement to be regarded, the landlord's or the tenant's. This came to the fore in *Balls Bros. Ltd.* v. *Sinclair* [1931] 2 Ch. 325, in which the landlords, having refused consent to proposed alterations and additions, consisting mainly of a shop front, sought an injunction to restrain the tenant from proceeding with them.

Such a question might have been approached on the lines on which the question of " accident from whose point of view " has been approached in arbitration proceedings under the Workmen's Compensation Acts. It has been laid down that a workman can suffer injury by accident arising out of his employment though the injury be caused by a deliberate act, e.g., a gamekeeper knocked about by poachers. The analogy would, of course, be rather remote, the poachers being third parties ; but at all events it was not necessary to explore such avenues ; or, if one had, one would have found that the answer to the problem is to be found, in each case, in the Act itself. The fact that the second part of L.T.A., 1927, s. 19 (2), safeguards the reversionary interest by permitting the landlord to demand monetary compensation for depreciation and a covenant for reinstatement shows that the question of improvement or otherwise is to be looked at from the tenant's point of view.

At first sight, it looks as if the new decision of *F. W. Woolworth & Co. Ltd.* v. *Lambert* (1936), 80 Sol. J. 186, were at variance with the last-mentioned case. The plaintiffs claimed a declaration against their landlord, who had asked £7,000 as a condition of their consenting to alterations. As in the first-mentioned case, the proposed alterations were designed to facilitate communication with adjoining premises not held by the landlord. But more than the mere making of apertures was envisaged ; the whole of the party wall was to go, and the staircase was to be taken from the defendant's premises and installed in the other property.

The covenant against alterations was in the usual form ; if there was a covenant against cutting and maiming, no mention was made of it ; but reference was made to a covenant to keep the premises open as a first-class shop.

Clauson, J., in his judgment, dealt with or touched on three points, though the answer to the first was sufficient to dispose of the matter : (1) Was what was proposed an improvement ? (2) If so, did £7,000 represent the depreciation ? (3) If so, was the refusal unreasonable ?

His Lordship held that the alterations, though they would advance the plaintiffs' business interests, would not improve the premises. This is an important new ruling, showing that improvement is not merely a question of degree, but also one of kind. A tenant whose ambitions will not be satisfied with less than what is popularly called and commended as improvement beyond all recognition will have no remedy under L.T.A., 1927, which does not extend to circumstances in which the identity of the demised premises would be lost.

Whether the £7,000 was a correct estimate was not examined ; but the learned judge pointed out—and this is well worth noting—that if it were, that did not conclude the matter, for a landlord might not be unreasonable in refusing consent even if offered money representing the diminution in value and a covenant to reinstate. The ground of this *obiter dictum* was the covenant to keep the premises open as a first-class shop.

Unlike the covenant not to alienate without consent, such consent not to be unreasonably withheld, the corresponding qualified covenant against alterations has produced little authority ; but, with all respect, I find it a little difficult to see how the failure to carry on the premises according to the covenant could be a valid consideration in view of the fact that it was or could have been taken into account in assessing the depreciation. The principle, however, seems sound and one which should be borne in mind. If (as was never suggested in this case) the financial standing of a tenant were such that it might be doubtful whether he would be able to carry out his covenant to reinstate at the end of the term, it is easy to see that despite the compensation, refusal of consent might be not unreasonable.

Our County Court Letter.

THE LIABILITY OF SHOPFITTERS TO PEDESTRIANS.

In *Langley* v. *Meek and Parnell & Sons, Ltd.*, at Bristol County Court, the plaintiff had been walking with a friend, and had stopped to look at the window of the first defendant's boot shop. Some alterations had been carried out, and a stone slab, which was resting against the wall, became caught in the plaintiff's mackintosh, and fell and crushed her foot. The first defendant contended that the slab had not been left in a dangerous position by his servants or agents, and the injury was due to contributory negligence. The second defendants denied negligence, as their servants had left the slab for removal, at the request of the first defendant, who wished to use it at another branch shop. His Honour Judge Parsons, K.C., held that the stone had been left secure, but there had been mischievous interference, for which the second defendants were not liable. Judgment was given in their favour, with costs, against the plaintiff, who recovered judgment for £75 and costs against the first defendant. The question of his rights (if any) against the second defendants had not been raised, and no decision was given thereon. Compare *Sly* v. *Edgley* (1806), 6 Esp. 6.

THE REMUNERATION OF PRODUCE BROKERS.

In the recent case of *Spiers* v. *Knowles*, at Westminster County Court, the claim was for £4 8s. 7d. as the balance of the price of tomatoes, and for £34 19s. as the balance of the price of onions. There was a counterclaim for freight, etc. The plaintiff's case was that he sold the tomatoes in Covent Garden, and also sold the onions in Rotterdam to the defendant's manager. The latter had agreed to buy 200 bags, which were sent to Hull at a guaranteed minimum of 6s. per bag, f.o.b. Rotterdam. The defendant's case was that he was a wholesale commission agent and fruit importer. He had only once accepted a specific order, and his so-called manager was merely a salesman (for selling on commission), who had no authority to buy outright. The salesman had admittedly sent the plaintiff certain cheques, but the latter had been left with him in blank, for the sole purpose of drawing on accounts at Hull. The defendant had never authorised them to be sent to the plaintiff in part payment. His Honour Judge Dumas held that the tomatoes were the subject of an out-and-out sale. The onions were to have been sold at the best possible price, commission only to be taken on a price that would enable the plaintiff to have more than 6s. a bag, f.o.b. Rotterdam. Owing to the market falling, few of the onions were sold, and many went bad. Nevertheless the defendant was liable for the amount claimed, apart from the fact that the blank cheques had been used in part payment of the plaintiff's account, instead of for the authorised purpose of winding up the defendant's business at Hull. Judgment was given for the plaintiff on the claim and counterclaim, with costs.

THE LIABILITIES OF RIDING SCHOOLS.

In *Evans* v. *Read*, recently heard at Lowestoft County Court, the claim was for £94 11s. as damages for negligence. The case for the plaintiff (a hairdresser) was that, in response to a suggestion of the defendant's manager, she and some friends had taken a lesson at a branch of the Southwold Riding School at the Pakefield Holiday Camp. The fee for tuition was only one shilling each, but this was due to the fact that the branch was new, and the lesson had been interrupted. The inexperience of the party was known to the manager, as the horses were led by a boy, but the manager nevertheless slapped the plaintiff's horse, which gave a jolt. As the plaintiff's stirrups were too long, she fell off and sustained a fractured arm. The defence was that, as shown by the fee, the horses were hired, and no lesson was being given. The manager had adjusted the stirrups and had not slapped the horse, as the plaintiff merely fell off when the pace was quickened, for no apparent reason. His Honour Judge Rowlands held that, although the fee only covered the ride, the manager had volunteered the instructions. There was no evidence of negligence, however, and judgment was given for the defendant, with costs.

Obituary.

Mr. S. COLE.

Mr. Skelton Cole, M.A., Barrister-at-Law, of Stone-buildings, Lincoln's Inn, died at a nursing home in London, on Tuesday, 10th March, at the age of eighty-one. Mr. Cole was called to the Bar by the Inner Temple in 1884, and practised on the North-Eastern Circuit.

Mr. F. R. FINCH.

Mr. Frederick Richard Finch, Barrister-at-Law, of Stone-buildings, Lincoln's Inn, died on Saturday, 7th March, in his sixty-fifth year. Mr. Finch was called to the Bar by Lincoln's Inn in 1898, and practised in the Lancaster Chancery Court.

Mr. W. ATTWOOD.

Mr. William Attwood, solicitor, head of the firm of Messrs. William Attwood & Son, of Cradley Heath, Staffs, died on Monday, 24th February, at the age of fifty-seven. Mr. Attwood, who was educated at Halesowen Grammar School, served his articles with Messrs. Wall & James, of Stourbridge, and was admitted a solicitor in 1900.

Mr. H. G. BARCLAY.

Mr. Henry Gladstone Barclay, M.B.E., solicitor, head of the firm of Messrs. Barclay & Co., of Macclesfield, died on Saturday, 7th March, at the age of fifty-eight. Mr. Barclay was educated at Macclesfield Grammar School, and was admitted a solicitor in 1904. He joined the firm of Messrs. Barclay & Co., founded by his father, Mr. Joseph Barclay, who had been Town Clerk of Macclesfield. He was appointed Registrar and High Bailiff of Macclesfield County Court in 1932, and of Congleton County Court in 1933. He was a member of Macclesfield Town Council from 1910 to 1913.

Mr. F. A. C. REDDEN.

Mr. Frederick Adam Corrie Redden, LL.B. (Cantab.), B.A. (Toronto), solicitor, head of the firm of Messrs. Blake and Redden, and partner in the firm of Messrs. Redden and Booth, both of Victoria-street, S.W., died at Wellingborough on Tuesday, 10th March, in his seventy-first year. Mr. Redden, who was born at Georgetown, Ontario, was educated at Toronto University and King's College, Cambridge. He was called to the Ontario Bar in 1896, and a few years ago, although no longer practising in the Canadian Courts, he was made a K.C. of Ontario. He returned to England, and having been admitted a solicitor in 1902, he joined the late Mr. S. V. Blake in partnership in the firm of Messrs. Blake & Redden.

Land and Estate Topics.

By J. A. MORAN.

The general belief that the market for real estate is likely to improve in the near future, accounts, no doubt, for the hesitation that has prevailed during the past few weeks. Properties are announced for sale, but there is very little willingness to fix on an auction date. This may be wise, or it may not; but the fact should not be overlooked that from day to day, both in London and the provinces, there are crowded marts and plenty of serious competition. The speculators are having a rest, but investors are very busy, and they are likely to be so as long as they are promised a good return on their capital.

The rating of empty property, as suggested by the London County Council for its own area, has been placed on the shelf. If such a change is to be tolerated it should not be by one authority, but for the whole country; and it is more than likely to be a very long time before there is a move in that direction. There is no doubt that in districts which are, with difficulty, holding their own, the demand for rates on unoccupied property would cause a rapid acceleration of the process of deterioration; for owners would perforce to have to lower their standards. And in such districts a general decline in rateable values, and consequent loss of rates, would be inevitable.

The chairman of one of the leading assurance societies devoted much of his speech, on a recent occasion, to interest rates, and mentioned that his management had increased its holdings of non-Stock Exchange assets, including various forms of real estate, but it required much patient selection to discover reasonably priced holdings. I feel sure he will agree with me that, at least, one of the lots just sold at the London Auction Mart was reasonable enough. This concerned freehold ground rents amounting to £120 a year secured on eleven houses in Blackthorne-street, Bromley-by-Bow. Although the reversion to the rack rentals is due in forty-six years' time, the purchase money, £1,500, shows the handsome return of 8 per cent.

It is when an owner wants to sell, and a mistaken economy in advertising results in a sparse attendance at the sale room, that a good deal is likely to be effected. But it is well to remember that there are ground rents and ground rents; for instance, there is a tendency on the part of some speculative builders to impose ground rents that are out of all proportion to the security of the property erected on their land. Building society valuers may have very little influence in this direction, but a repeated expression of opinion from experts who are dealing with builders may have a good effect.

Upton Court, a Buckinghamshire mansion that has just come on the market, has a few of the blocked-up windows that call to mind the window tax that was first levied in this country in 1697 and lasted to 1851, when inhabited house duty was substituted.

In the library of the Auctioneers' and Estate Agents' Institute is a photographic reproduction of a demand for window tax.

The Nairobi (Kenya) Municipal Council are advertising for sale the site formerly occupied by the law courts. Evidently values in this part of Africa must be making headway; the site is, comparatively, small, and the purchaser is expected to lay out a large sum on a new building and pay £1,000 per annum in the way of ground rent.

A story of a handy man on a poultry estate reaches me. Being instructed to mark and date the eggs, he gave notice to leave. "I have done everything on this estate except this," he said, "but I'm not going to be secretary to the leghorns."

Said another handy man who, when dusting the pews of a church, was asked by an old lady if he got much dust? "Yes, ma'am," he replied, "but 'tis nothing compared to the dry rot we get out of the pulpit."

The late Mr. Campbell Blair, who had been a generous benefactor of the National Trust, and presented Aberconway, an interesting old house in Conway, and Rhaiadr Ddu Waterfall, has bequeathed to the National Trust a very considerable property near Rhaiadr Ddu.

The Air Ministry has abandoned its intention of establishing bombing practice ranges off the Northumberland coast. This decision is a tribute to the power of public opinion when organised in a good cause.

Reviews.

Rogers on Elections. Vol. III—Municipal and Other Elections and Petitions. 21st Edition. 1935. By J. Lhind Pratt, of the Middle Temple and Western Circuit, Barrister-at-Law, Recorder of Bournemouth. Royal 8vo. pp. xii and (with Index) 364. London: Stevens & Sons, Ltd. £1 net.

Many modern changes in statute law and regulations have necessitated a new edition of this well-known standard work, which incorporated the changes in the law introduced by the Blind Voters Act, 1933, the amendments made in 1933 and 1934 in the rules governing metropolitan borough elections and the new election rules for urban and rural district and parish councils. Much of the statute law dealt with in the last edition of "Rogers" has been consolidated in the Local Government Act, 1933, consequently, the present edition is necessary if the reader is to have a clear view of the subject. The volume, as its title indicates, deals not only with the conduct of elections, but also with petitions and the various incidents leading thereto, such as bribery, undue influence, personation and illegal practices generally. All up-to-date rules and regulations are embodied in the appendices, and a complete index renders reference very easy.

District Councils. A Concise Guide to their Powers and Duties. By H. W. Wightwick, B.A., of the Inner Temple, Barrister-at-Law. Second Edition, 1935. Demy 8vo. pp. xlv and (with Index) 604. London: Stevens & Sons, Ltd. 15s. net.

A useful book within the confines of its self-imposed limitations. "District Council," as the term is used on the title page, is not synonymous with "council of county district," municipal (and, of course, county) boroughs not being dealt with. The powers of a non-county borough council are, indeed, largely similar to those of an urban district council, but there are important differences, such as the population standard for elementary education, which naturally do not appear in the volume. It is to be regretted that considerations of space have led to the exclusion of the law relating to parish councils from this edition of the work. The powers and duties of urban and rural district councils are admirably set out under a series of headings arranged in alphabetical order. There is a good index.

The Elements of Criminal Law and Procedure. By A. M. Wilshere, M.A., LL.B., of Gray's Inn and the Western Circuit, Barrister-at-Law. Fourth Edition. 1935. Demy 8vo. pp. xxiv and (with Index) 375. London: Sweet & Maxwell, Limited. 15s. net.

Students and their instructors will welcome the new edition of this well-known work, which sets out in a clear and lucid manner, aided by the discreet use of heavy type, the main features of the criminal law of this country. The text is well supported by references to cases, and the provisions of relevant statutes as well as the rules of common law are indicated. The author explains that the necessity for making reference to recent statutes which are of great practical importance prohibits the discussion of principles, but that this can be remedied to some extent by reference to the companion volume of leading cases. Offences against the person, offences against property and possessions, and offences of a public nature are dealt with in succeeding parts of the book, later sections treating of criminal procedure, evidence, and courts of summary jurisdiction.

The Saving of Income Tax, Surtax and Death Duties. By Jasper More, B.A., of the Middle Temple and Lincoln's Inn, Barrister-at-Law. 1935. Demy 8vo. pp. xxv and (with Index) 187. London: Butterworth & Co. (Publishers), Ltd. 15s. net.

This is a carefully compiled work, of which the subject-matter is of paramount importance to every citizen anxious honestly to discharge his duty to the Revenue with the minimum loss of income or capital. As Lord Sumner pointed out in the House of Lords, "the subject is entitled so to arrange his affairs as not to attract taxes enforced by the Crown so far as he can legitimately do so within the law." Such legitimate arrangements, of necessity, discountenance any system of illegal evasion or fraudulent returns. After a brief statement of the existing law of taxation, the author gives an admirable exposition of practical schemes whereby the incidence of taxation is affected (whether of income tax, or surtax, or death duties, or all three) and the advantages accruing to the respective schemes are clearly weighed against the disadvantages. There is help and guidance for the individual as well as for companies, for residents and non-residents, for the great landowner and the man of comparatively small income. The chapters dealing with the provision of annuities and the drafting of wills are worthy of particular mention. The advice is supported by exhaustive references to the appropriate sections of relevant statutes and to the decided cases. No solicitor should be without a copy of this valuable work, for which a useful career may safely be predicted.

Books Received.

Law for the Private Motorist. By C. W. Evans, Solicitor to the Royal Automobile Club, and Denis S. Dannreuther, of Gray's Inn and the Inner Temple, Barrister-at-Law. 1936. Crown 8vo. pp. ix and (with Index) 195. London: Sir Isaac Pitman & Sons, Ltd. 3s. 6d. net.

The Journal of Comparative Legislation and International Law. February, 1936. Third Series. Vol. XVIII, Part I. Edited by F. M. Goadby, D.C.L. London: Society of Comparative Legislation. Price 6s.

Students' Income Tax. By Stanley W. Rowland, LL.B. (Lond.), F.C.A. 1936. Demy 8vo. pp. xxxv and (with Index) 264. London: Butterworth & Co. (Publishers), Ltd. 21s. net.

The Law of Running-down Cases. By Edward Terrell, Barrister-at-Law, of Gray's Inn and the Middle Temple, and of the Oxford Circuit, Recorder of Newbury. Second Edition. 1936. Demy 8vo. pp. xxix and (with Index) 388. London: Butterworth & Co. (Publishers), Ltd. 30s. net.

A Treatise on Statute Law. By the late William Feilden Craies, M.A. Fourth Edition. 1936. By Walter S. Scott, K.C., LL.D. (T.C.D.), of Lincoln's Inn, Barrister-at-Law; also of the Bar of Alberta. Royal 8vo. pp. lv and (with Index) 568. London: Sweet & Maxwell, Ltd. £1 17s. 6d. net.

The Workmen's Compensation Acts, 1925 to 1934. By W. Addington Willis, C.B.E., LL.B., of the Inner Temple and the North-Eastern Circuit, Barrister-at-Law. Thirtieth Edition. 1936. Crown 8vo. pp. cxliv and (with Index) 1,111. London: Butterworth & Co. (Publishers), Ltd.; Shaw & Sons, Ltd. 20s. net.

The Land Drainage Act, 1930, Handbook. 1936. Crown 8vo. pp. vi and 34. London: H.M. Stationery Office. 1s. net.

To-day and Yesterday.

LEGAL CALENDAR.

9 MARCH.—The career of Sir Clement Heigham varied with the religious vicissitudes of the times of the Tudors. The period of his professional career covered all their most embarrassing variations, for he was admitted to Lincoln's Inn in 1517, and died on the 9th March, 1570. The fact that he was a loyal Roman Catholic and had been chief bailiff of the liberty of St. Edmund, under the monastery of St. Edmund's Bury, was enough to account for his obscurity till the death of Edward VI. Queen Mary's reign made him amends, for he then blossomed into a Privy Councillor, Speaker of the House of Commons, a Knight, and, just before her death, Chief Baron of the Exchequer. Elizabeth's accession cast him down again and he went into final retirement.

10 MARCH.—These were the good old sailing days. On the 10th March, 1759, Joseph Halsey was tried at the Old Bailey for murdering Daniel Davidson. The prisoner, though but twenty-three, had commanded a merchantman, one of a large convoy being escorted home from Jamaica. The ship was leaky and the crew had to work hard at the pumps. Davidson was ill, but Halsey brutally made him pump, put him on short rations and constantly beat him. At last, in desperation, he threw himself overboard, but Halsey went over after him, brought him back, afterwards tying him up and beating him with a pitch-mop so that he died next day. The prisoner was convicted and hanged.

11 MARCH.—A strange murder mystery came before Littledale, J., at the Worcester Assizes, on the 11th March, 1830. Twenty-four years before, a parochial feud had reached a tragic climax when the Rector of Oddingley was shot dead by a carpenter named Hemming, acting certainly as the tool of others. Immediately afterwards, Hemming vanished till, in 1829, the demolition of an old barn revealed his buried bones and battered skull. Clearly he too had been killed lest he should be caught and betray his accomplices. Thus, three men came to be tried for their part in the two killings, but after such a lapse of time the evidence just fell short of being conclusive and there was an acquittal.

12 MARCH.—Sir John Turton, formerly a Justice of the King's Bench, died suddenly on the 12th March, 1708, six years after his dismissal.

13 MARCH.—On the 13th March, 1876, the President of the Probate Division decided the great case turning on the mysterious disappearance of the will of Lord St. Leonards, holding that its contents might be proved by the evidence of his daughter. The fact that this devoted lady knew the will by heart argues many laborious years. As the judge said: "She was the daily companion for many years of one of the greatest lawyers that ever lived, who was devoted to his profession, who to the latest years of his life . . . took a pleasure in making plain to non-professional and other uninstructed minds subjects of a somewhat complicated nature in which he himself took an interest." A privilege for his child, but one which few modern daughters will envy.

14 MARCH.—Mr. Baron Carter died on the 14th March, 1745, after nearly twenty years' judicial service in the Court of Exchequer. He was a Leicester man born and bred. His father had represented the town in several Parliaments and had projected the scheme for supplying it with water. His mother was the daughter of an eminent solicitor there. He himself was Recorder of Leicester for over thirty years and followed his father's footsteps as its Member of Parliament. He had a house in Redcross Street, and, when he died, he was buried in the church of St. Mary de Castro.

15 MARCH.—On the 15th March, 1865, Mr. Baron Deasy opened the Belfast Assizes with a calendar which included five charges of murder and six of firing at the person—the outcome of riots which had cost eleven lives and over 300 wounded. He said that the casualty list read more like the report after a serious military engagement than the return presented to a judge of assize, and lamented the lives "sacrificed to the demon of theological animosity."

THE WEEK'S PERSONALITY.

Politics still had a good deal to do with the security of tenure of the judges of England when Sir John Turton adorned the legal world. In the difficult times of James II he lay low, but he was a friend of the Whig Revolution and as soon as William of Orange was established on the throne he found himself wafted on to the Bench of the Court of Exchequer, where he remained for seven years, when he was transferred to the King's Bench. Then came William's death and gracious Anne became our Queen. Another face of things was seen. Whiggery went out of fashion and Tory politics came in. Three months after the beginning of the new reign, on the eve of the opening of Trinity Term, Lord Keeper Wright intimated to Turton that he must not sit in court as the Queen intended to give him his quietus. A few days later he was dismissed. The reason for this is set out in a memorandum by his grandson to George I that he "fell the first sacrifice to the rage and malice of the enemies of that glorious Prince [King William] at the very beginning of the succeeding reign, and that his disgrace was occasioned by his honest and firm adherence to the revolution interest." His portrait hangs in Gray's Inn Hall.

NO APOLOGY.

A doctor recently charged in the Stirling Sheriff Court with having struck a dairyman whom he took to be ill-treating a horse, expressed to the court his sorrow for having contravened the law, but offered no apology to the man he had struck. He was fined 10s., and, in the circumstances, it is surprising that he did not follow the precedent of the late Count Bonicelli, once a well-known character in Rome. On one occasion, when he was out driving, he became involved in a dispute with a cabby and his last word was to box the man's ears. Naturally, he was summoned, and the magistrate imposed a fine of fifty liras. From his pocket book he drew a hundred lira note, and going over to the complainant, he gravely boxed his ears again, saying: "I haven't any change. So that will balance the account." And with that the old gentleman majestically left the court. Perhaps, though banging the sixpence may be a Scottish gesture, no bang would be worth the equivalent of fifty lira.

ART AND THE LAW.

The case of Mrs. Van der Elst and the propaganda painting against capital punishment certainly did not fall below the standard of comedy which seems to be almost a matter of course in artistic and literary law suits. The successful plaintiff's Latin demonstrativeness in gratitude to her learned leader and the unsuccessful defendant shouting at Porter, J., that he did not know the law he laid down, were but the climax of what detached spectators must have found a very satisfactory entertainment. The humour, of course, had not the fine edge of the *Whistler* v. *Ruskin* fight as, for instance, when Holker, the stolid Lancashire Attorney-General, asked the artist: "Do you think, now, that you could make *me* see the beauty of that picture?" and Whistler, after gazing at the painting and the barrister several times, scanning his face carefully, replied: "I fear it would be as hopeless as for a musician to pour his notes into the ear of a deaf man." No, for humour, this latest addition to the collection of artistic lawsuits rather falls into the same category as that immortal case in which the painter father of Lord Lyndhurst, L.C., was plaintiff and a wealthy merchant who had ordered a family group, including his three wives (two deceased and one living), was defendant.

Notes of Cases.

House of Lords.

Altrincham Electric Supply Ltd. *v.* Sale Urban District Council.

Lords Blanesburgh, Thankerton, Russell, Macmillan and Roche. 20th January, 1936.

Local Authority — Electricity Undertaking — Area Supplied consisting of Areas under Jurisdiction of Two Local Authorities—Purchase by One Local Authority of Part of Undertaking relating to its own Area—Ascertainment of Purchase Price—Electric Lighting Orders Confirmation (No. 6) Act, 1896 (59 & 60 Vict. c. lxxxiv), s. 58 (4).

Appeal from an order of the Court of Appeal, dated the 24th June, 1935.

The appellant company were responsible for the supply of electricity to an area comprising the urban district of Sale and the rural district of Bucklow, to be referred to as Sale and Bucklow, respectively. Under the Ashton-on-Mersey Electric Lighting Order, 1896, confirmed by statute of the same year, Sale and Bucklow were each given an option severally to purchase from the appellants so much of the authorised undertaking as lay within their own area. Sale having duly exercised their option, the question arose between them and the appellants whether the price payable should extend, as the appellants contended, to their total expenditure on the entire undertaking or be necessarily limited, as contended by Sale, to expenditure on that part of the appellants' undertaking which lay within the urban district of Sale. Section 58 (4) of the Order of 1896 provides as follows: "The price payable by the local authority shall be ascertained as follows:—If the accumulated profits of the undertaking shall . . . amount to or exceed 7½ per cent. per annum on the total expenditure of the Undertakers upon the undertaking . . . the purchase money shall be a sum equal to such total expenditure. If the accumulated profits . . . shall not amount to such a return . . . the purchase money shall be a sum equal to the total expenditure . . . together with such further sum as will with the accumulated profits if any . . . amount to a return of 7½ per cent. per annum . . ." The arbitrator before whom the matter first came held that Sale must pay the equivalent of the appellants' total expenditure on the whole undertaking, namely, £109,924. He added a finding that the appellants' expenditure on that part of the undertaking which related to Sale only amounted to £55,677. That was accordingly the price which Sale contended was payable by them. Farwell, J., agreed with the arbitrator's decision, and the Court of Appeal by a majority (Lord Hanworth, M.R., dissenting) reversed his decision. The undertakers having appealed, the House (Lords Blanesburgh and Roche dissenting) allowed the appeal.

Lord Thankerton said that the rule of construction under which the appeal fell to be determined had been nowhere more clearly stated than by Lord Blackburn in *River Wear Commissioners* v. *Adamson* (1877), 2 A.C. 743, at p. 764, where he had said: "But it is to be borne in mind that the office of the judges is not to legislate, but to declare the expressed intention of the legislature, even if that intention appears to the court injudicious." The arbitrator and the judges of the Court of Appeal had all been clear that the natural signification of the word "undertaking" in s. 58 (4) of the Order was the whole undertaking. The majority of the judges in the Court of Appeal had, however, taken the view that that construction led to such absurd results that the court was justified in reading "undertaking" as referring only to that part of it which Sale were acquiring. He was unable to agree with that view, firstly, because there was, in his opinion, no ambiguity in the use of the word in its natural signification and that the alternative construction was not a proper construction at all, and secondly, because, even if the alternative construction were open, though less proper, the reasons assigned for its adoption as preferable were not such as to entitle the court to adopt it. Those reasons amounted to no more than an assertion that, otherwise, Parliament would be guilty of giving effect to an injudicious bargain, particularly from the point of view of the public interest. The correction of improvidence on the part of Parliament was, however, no part of the duty of the court, even if the court had before it the material on which to judge of the judiciousness of the bargain. The appeal should be allowed and the order of Farwell, J., restored.

Lord Blanesburgh, in the course of his dissenting speech, said that a single purchase of the whole undertaking was not in terms dealt with in s. 58 of the Order, but it was foreshadowed in s. 4. It was agreed that simultaneous purchases by the two local authorities concerned were assumed in s. 58. Therefore, had Sale been the only authority concerned (if, for instance, Sale and Bucklow had become amalgamated) the price payable for the whole undertaking would have been no more than £109,924. On the appellants' construction of s. 58 (4), however, when the purchase of the whole was simultaneously effected by the several purchases of its two parts, the aggregate of the prices payable to the appellants, with no change in their own position of responsibility, became, strangely enough, twice that total expenditure, or £219,848. The appellants' construction of the Order, so extravagant even in its admitted result, was not one to be accepted unless it were justified by words free of all ambiguity; nor even then, if there existed any permissible alternative less subversive of what, the noble lord suggested, was the clear legislative purpose of the Order in that regard. The appellants' contention, however, was (in the opinion of the noble lord) not maintainable on any construction, literal or other, of s. 58 (4).

Counsel: *Tyldesley Jones*, K.C., *Sir William Jowitt*, K.C., *J. H. Thorpe*, K.C., and *H. F. Bidder*, for the appellants; *F. J. Wrottesley*, K.C., *Cyril Radcliffe*, K.C., and *Maurice Fitzgerald*, for the respondents.

Solicitors: *Birkbeck, Julius, Edwards & Co.*, agents for *Brownsword & Arnold*, Manchester; *Lees & Co.*, agents for *Cobbett, Wheeler & Cobbett*, Manchester.

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Court of Appeal.

Watts *v.* Official Solicitor.

Slesser and Scott, L.JJ., and Eve J. 17th February, 1936.

Practice—Deceased Defendant—Solicitors Previously Acting for Him—Official Solicitor Substituted—Order Restoring Original Solicitors—Whether Jurisdiction—R.S.C., Ord. XVI, r. 46.

Appeal from a decision of Atkinson, J.

W. having been killed in a motor accident, his widow brought an action against K. and P. in respect of alleged negligence, issuing her writ in May, 1935. K., who was insured against third-party claims, employed the insurance company's solicitors as his, in accordance with the terms of his policy, but died in June without having appointed any executor or legal personal representative. Under the Law Reform (Miscellaneous Provisions) Act, 1934, the cause of action subsisted against his estate, and the plaintiff, in order to obtain judgment and render the insurance company liable, applied under Ord. XVI, r. 46, for the appointment of a representative, and on the 14th November, the Official Solicitor was appointed. On the 21st November, having elected to act as his own solicitor, he gave notice of change of solicitors, but in January, 1936, on the hearing of a summons for directions, counsel appeared claiming to act on behalf of the deceased defendant, and argued that the name of the solicitors for the insurance company had been improperly removed from the record.

Atkinson, J., directed that the Official Solicitor should leave the defence of the deceased defendant in their hands, and that the notice of change of solicitors should be removed from the file.

SLESSER, L.J., allowing the Official Solicitor's appeal, said that he was taken to be a solicitor for the purpose of conducting proceedings. Here confusion had arisen between his activities as representative under Ord. XVI, r. 46, and his activities as solicitor acting for the representative. He was entitled to act for himself. Counsel, who appeared on the summons for directions as "counsel for the deceased defendant," had no *locus standi*. He was not a party, and he did not ask that the insurance company should be added. The deceased had ceased to take any interest in the affairs of the world, and there was no one else he could represent. There was no jurisdiction to order the Official Solicitor to leave the defence in the hands of the insurance company's solicitors. He had full right to employ any solicitors he wished.

SCOTT, L.J., and EVE, J., agreed.

COUNSEL: *The Solicitor-General* (Sir Donald Somervell, K.C.) and *Hubert Hull; Samuels*, K.C., and *Armstrong-Jones; R. Everett; D. Thornton.*

SOLICITORS: *The Official Solicitor; William Charles Crocker; Pattinson & Brewer; Mawby & Barrie.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Hooper: Hooper** *v.* **Carpenter.**

Lord Wright, M.R., Romer and Greene, L.JJ.
19th February, 1936.

WILL — CONSTRUCTION — BENEFICIARIES PREDECEASING TESTATOR—GIFT TO PERSONS WHO "SHALL BE MY HEIR OR HEIRS AT LAW" AT HIS WIFE'S DECEASE—WHETHER INTESTACY.

Appeal from a decision of Clauson, J.

By his will, dated the 11th October, 1901, the testator bequeathed his estate to his mother "for her own absolute use and benefit during her life," and after her death upon trust for his wife, if living, "for her own absolute use and benefit during her life." After her death it was to go "upon trust for such person or persons as at the decease of my said wife shall be my heir or heirs at law absolutely." His mother died in 1909, and his wife in 1924. He survived them and died in 1934. Clauson, J., held that there was no provision in the will for the events which had happened, and that there was an intestacy.

LORD WRIGHT, M.R., allowing the appeal, said that the question was as to the meaning of the gift "for such person or persons as at the decease of my said wife shall be my heir or heirs at law absolutely." The respondents had argued that as there could not be an "heir" till death, the use of the word pre-supposed that at the death of the wife, the testator was already dead. But this would create an intestacy, and against this the law inclined (see *Lightfoot* v. *Maybury* [1914] A.C. 782, at p. 802; and "Jarman on Wills," 7th ed., p. 2146). The contention of the appellants was in accordance with this rule. If the word was used in its popular sense, it might well mean the testator's heir at the date of his wife's death, whether or not he had himself died at that particular time. If the wife predeceased him, there would have to be ascertained the person who, according to the ordinary rules of inheritance, would have been his heir had he died at that time—the heir apparent or the heir-presumptive. The will should be so construed.

ROMER, L.J., agreed.

GREENE, L.J., dissented.

COUNSEL: *Daynes*, K.C., and *George Slade; F. Errington; R. W. Turnbull; Lavington.*

SOLICITORS: *Hedley, Norris & Co.; Crawley, Arnold & Co.; Rider, Heaton, Meredith & Mills; Spring & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Apostal *v.* **Simons.**

Slesser and Scott, L.JJ., and Eve, J.
5th and 6th February, 1936.

BOUNDARIES — PARTY-WALLS — OWNERSHIP — DAMAGE — RECOVERY IN RESPECT OF—LAW OF PROPERTY ACT, 1925 (15 Geo. 5, c. 20), Sched. I, Pt. V.

Appeal from Shoreditch County Court.

The freeholder of certain premises sued the freeholder and tenants of adjoining premises in respect of damage done to a party wall. The learned county court judge held that no sufficient cause had been shown to attach liability to the freeholder the first defendant, but he awarded £46 2s. 7d. against the tenants, the second defendants. They appealed.

SLESSER, L.J., allowing the appeal, considered the evidence and further said that the effect of the Law of Property Act, 1925, Sched. I, Pt. V, was that only half the party wall remained the property of the plaintiff, and in so far as that half was injured he might recover damages from the person who committed the wrongful act, but as regarded the other half, the plaintiff had a right of support in respect of it, and his proper remedy for interference was against the freeholder. No action lay against a third party, such as the second defendants, in respect of damage done to that half.

SCOTT, L.J. and EVE, J., agreed.

COUNSEL: *Busse* (*Caplan* with him); *F. Lincoln.*

SOLICITORS: *Teff & Teff*; *A. Kramer & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Thomas *v.* **Metropolitan Housing Corporation Ltd.**

Slesser and Scott, L.JJ., and Eve, J.
7th February, 1936.

LANDLORD AND TENANT—RENT RESTRICTION ACTS—OUTGOING TENANT—DELIVERY OF KEY TO LANDLORD—SUB-TENANT TAKING TENANCY—WHETHER LANDLORDS HAD ACTUAL POSSESSION.

Appeal from West London County Court.

H., the tenant of a four-roomed flat, paying a rent of 14s. a week, her tenancy being protected by the Rent Restriction Acts, sub-let one room to the plaintiff, who lived in it. H. being minded to end the tenancy, the plaintiff, who wished to succeed her, signed an application form addressed to the agent of the landlords, the defendant company, the rent payable being stated as 19s. 7d. a week. The date of the commencement of his tenancy was Monday, the 19th October, 1931, H.'s tenancy expiring on the same day. On Saturday, the 17th October, H. moved her furniture from the premises and left them, putting the key in the letter-box of the agent's office. The plaintiff remained in the premises during the week-end. Thereafter, he paid his rent regularly till the 15th May, 1935, when it fell into arrears. On the 24th July, the landlords levied a distress. The tenant now contended that the premises had never been "de-controlled," and that he was entitled to be repaid £7 9s. 6d. in respect of rent overpaid during the twenty-six weeks that he had paid 19s. 6d. rent (he admitted that the subsequent arrears amounted to £7 14s.). He therefore claimed that the distress was illegal. The learned county court judge dismissed the claim, holding that H. surrendered her tenancy to the landlords by agreement on Saturday, the 18th October.

SLESSER, L.J., dismissing the plaintiff's appeal, said that the landlords had recovered "actual possession" within s. 2 (3) of the Rent and Mortgage Interest (Restrictions) Act, 1923 (see *Hall* v. *Rogers*, 133 L.T. 44, at p. 45, in the judgment of Scrutton, L.J.). When a key giving access to the premises was handed over with the intention of giving possession, that would be actual possession (see *Gough* v. *Everard*, 2 H. & C. 1). H.'s tenancy ended on the Saturday, and the plaintiff's began

on the Monday. Between these dates, the learned judge had held, the plaintiff was a licensee of the landlords or a tenant at will. Apart from this, there was no tenancy. The problems which might have arisen had the key been passed from one tenant to the other did not arise here. These premises were not controlled and the distress was lawful as the rent charged was lawfully recoverable. The appeal must be dismissed, but his lordship was not prepared to accept without further argument the observation of the learned county court judge that actual possession through a licensee was all that the law required to de-control premises.

SCOTT, L.J. and EVE, J., agreed.

COUNSEL: *Gillis; H. S. Nichols.*

SOLICITORS: *Reece-Jones & Co.; Schultess-Young & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Haseldine *v.* Winstanley.

Horridge, J. 6th February, 1936.

BILLS OF EXCHANGE—DOCUMENT SIGNED BY ACCEPTOR BUT NOT ADDRESSED TO ANY PERSON—NAME OF ADDRESSEE LATER INSERTED WITH DRAWER'S CONSENT—WHETHER ALTERATION MATERIAL—VALIDITY OF DOCUMENT AS BILL OF EXCHANGE—VALIDITY AS PROMISSORY NOTE—BILLS OF EXCHANGE ACT, 1882 (45 & 46 Vict., c. 61), ss. 6 (1), 20 (1), 64 (1).

Action against the drawee of two bills of exchange by the holder for value in due course of the bills.

On the 1st July, 1935, one, Morris, drew two bills of exchange for £1,000 and £500 respectively, payable ninety days after date. As he was an undischarged bankrupt, he obtained the defendant's acceptance of the bills by fraud. The plaintiff agreed to have the bills discounted by his bank, and, as the bills were not then addressed to any person as drawee, he mistakenly entered on them the name of Morris as addressee. The bank having declined to discount the bills, the plaintiff agreed to do so. He then, with Morris's consent, deleted the latter's name and inserted that of the defendant, the acceptor, as addressee. The plaintiff had no notice that the bills were affected with fraud. Having in due course presented the bills to the defendant as acceptor, and the latter having refused to honour them, on the ground, *inter alia*, that his acceptance had been obtained by fraud, the plaintiff brought this action.

HORRIDGE, J., said that, in his opinion, the two documents were originally not regular bills of exchange, because, by s. 6 (1) of the Bills of Exchange Act, 1882, the drawee must be named or otherwise indicated in a bill with reasonable certainty. It would, however, have been undisputed that the documents were good promissory notes but for the fact that they bore the name of Morris as addressee at the time. First of all, he (his lordship) thought that, at the time when the documents were issued, they were good bills of exchange by virtue of s. 20 (1) of the Act of 1882. Morris, who held the documents, approved of the plaintiff inserting the name of the defendant as addressee or acceptor. That act made the documents into good bills on which the defendant could be sued. Even if they were not good bills, however, they would in his (his lordship's) opinion, be good promissory notes. That was in accordance with *Mason* v. *Lack* (1929), 140 L.T. 696, the judgment in which case had been founded on *Peto* v. *Reynolds* (1854), 9 Exch. 410. It had been said that, even if they were good promissory notes, they had been altered in material particulars, which, by virtue of s. 64 (1) of the Act, avoided them. In his (his lordship's) opinion, there had in any case been no material alteration within the meaning of that subsection. If the alteration was material at all, it had, as he had already decided, the effect of converting the documents into good bills of exchange, and it became unnecessary to consider them as promissory notes. If, on the other hand, the alteration was not material, it did not affect the documents as promissory notes or affect any liability upon them as promissory notes. The plaintiff was bound to succeed either on the ground that he was justified in altering the documents by inserting the defendant's name or on the ground that they were good promissory notes. There must accordingly be judgment in his favour for the amounts specified on the two documents.

COUNSEL: *N. Macaskie*, K.C., and *J. P. Eddy*, for the plaintiff; *J. M. Tucker*, K.C., and *R. A. L. Willes*, for the defendant.

SOLICITORS: *Percy Haseldine & Co.; Neish, Howell and Haldane.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

John Lane The Bodley Head Ltd. and Munro *v.* Associated Newspapers and Another.

du Parcq, J.

30th, 31st January; 14th February, 1936.

COPYRIGHT—LITERARY WORK—INFRINGEMENT BY SHORT STORY PUBLISHED IN NEWSPAPER—COLOURABLE IMITATION OF ORIGINAL WORK—DEFENDANTS UNAWARE OF EXISTENCE OF ORIGINAL WORK—LIABILITY—DAMAGES—COPYRIGHT ACT, 1911 (1 & 2 Geo. 5, c. 46), ss. 6, 7 and 8.

Action for damages for infringement of copyright and conversion under ss. 6 and 7 of the Copyright Act, 1911.

The plaintiffs were a firm of publishers and the executor of one Munro, an author, who, before his death in 1916, wrote a story called "The Interlopers," which was later published in volumes of short stories in 1919 and 1930. On 30th May, 1935, one Allan-Smith submitted to the editor of the *Evening News*, the defendants' newspaper, a short story entitled "The Gods Decide." The editor, believing that the work was an original one by Allan-Smith, it was accepted and paid for. On 15th July, 1935, it appeared with illustrations in that day's issue of the *Evening News*. It was admitted that "The Gods Decide" being a colourable imitation of "The Interlopers," the defendants had infringed the copyright in "The Interlopers," and that the plaintiff Munro was the owner of that copyright.

DU PARCQ, J., said that the defendants had sought to rely on s. 8 of the Act as a complete defence to the claims under ss. 6 and 7. He (his lordship) was satisfied that the literary editor of the *Evening News* and his assistants were unaware of the existence of "The Interlopers" and did not suspect that "The Gods Decide" was not an original work. He did not, however, think that s. 8 afforded them any defence. In order to take advantage of s. 8, the defendants would have had to prove that they did not know that the work, originally existing as "The Interlopers" and now presented to them under the guise "The Gods Decide," was the subject of copyright. In his (his lordship's) opinion, on the correct interpretation of s. 8, the defendants' argument, in the words of Bailhache, J., in *Byrne* v. *Statist Company* [1914] 1 K.B. 622, at p. 628, "merely amounts to saying that they supposed themselves to have the authority of the owner of the copyright, a very different thing from alleging and proving that they did not suspect that any copyright existed." With regard to damages, since the decision of the Court of Appeal in *Sutherland Publishing Co. Ltd.* v. *Caxton Publishing Co. Ltd.* (1936) 80 SOL. J. 145, the doubt as to the right of a plaintiff to recover damages under s. 6 as well as under s. 7 had been resolved in the plaintiff's favour. In the circumstances it was unnecessary to decide here the question whether in any event s. 8 could protect the defendants against the consequences of proceedings in conversion under s. 7. The Court of Appeal had left that point open. Counsel for the plaintiffs had rightly claimed to be entitled under s. 7 to the value of all infringing copies of the work at the date of the hypothetical conversion. At its highest, his claim under that

head was £2,112, the amount of the gross proceeds of sale of the issue of the *Evening News* containing "The Gods Decide." But on one view no more than £108 might be awarded as representing the fraction of £2,112, which was proportionate to the fraction of space occupied in the *Evening News* by that story, together with the columns of news or print on the other side of the sheet. The defendants claimed that hardly more than nominal damages should be awarded, and they cited a passage from Mayne on Damages, 10th ed., at p. 378 *et seq.*, and instructive dicta of Lord Macnaghten in *The Peruvian Guano Co. Ltd.* v. *Dreyfus Brothers and Co.* [1892] A.C. 166 at pp. 173–177. He (his lordship) thought he ought, as had been the tendency with copyright cases in England, not to regard the expenses of producing the defendants' newspaper as relevant. He assessed the damages for conversion at £50. It was doubtful if the value of the copyright was much affected by the publication on one day in an ephemeral form of a colourable imitation of it. He accordingly awarded £5 damages under s. 6.

COUNSEL: *H. C. Leon* and *C. H. C. Haslam*, for the plaintiffs; *Walter Monckton*, K.C., and *Valentine Holmes*, for the defendants.

SOLICITORS: *Rubinstein, Nash & Co.*; *Lewis & Lewis.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Pincott *v.* Moorstons Ltd.

Branson, J. 10th March, 1936.

VENDOR AND PURCHASER—PURCHASE OF LEASE—VENDOR UNABLE TO SECURE LESSOR'S CONSENT TO ASSIGNMENT—PROVISION FOR THAT EVENT IN AGREEMENT—TIME FOR COMPLETION—NOTICE MAKING TIME OF THE ESSENCE—REASONABLENESS—DEPOSIT—WHETHER RETURNABLE.

In November, 1935, the plaintiff paid the defendants £100 as a deposit in respect of the proposed purchase of a lease of certain premises, and an agreement was entered into between the parties, cl. 5 of which provided: "the leasehold premises . . . are only assignable with the consent of the landlord . . . and the vendors shall use their best endeavours to obtain the requisite consent . . . and if such consent cannot conveniently be obtained the vendors shall, at the option of the purchaser, procure a declaration of trust of the premises in favour of the purchaser or otherwise deal with the same as she shall direct." The agreement contained no provision relating to a return of the deposit. Difficulty having arisen in procuring the necessary licence to assign because the plaintiff's references were not satisfactory to the lessors, the plaintiff intimated that she was not prepared to furnish a guarantor, and on the 16th December gave written notice requiring the defendants to obtain the necessary licence within fourteen days. The defendants contended that the clause above quoted prescribed the course to be adopted by the plaintiff in the event of the licence to assign not being obtained. The plaintiff contended that, by virtue of the clause in question, she had an option whether or not she would proceed with the execution of the agreement. At the end of December, 1935, the defendants delivered to the plaintiff for her approval a draft licence to assign. The plaintiff, however, refused to complete the contract and brought this action, claiming the return of the deposit.

BRANSON, J., said that the case raised a neat point. In order to recover her deposit, the plaintiff must show that the defendants were in some default. If the plaintiff had been prepared to allow herself to be guaranteed, the transaction would have gone through. She had, however, refused to allow the guarantor who was ready to act for her to do so. Accordingly, by the end of December, 1935, the agreement had not been carried out because it had not been possible to obtain the necessary licence to assign. The position had to be considered as at the end of December, and the defendants had contended, firstly, that the plaintiff's notice of the 16th December was premature, and, secondly, that, if they were in default in having failed to obtain the necessary licence, the rights of the parties depended upon cl. 5 of the agreement and the deposit was still not recoverable. The whole question of time in relation to contracts for the sale of land had been considered in *Stickney* v. *Keeble* [1915] A.C. 386. In the present case, the date for completion had been fixed for the 27th November, 1935, and the plaintiff's notice became effective more than a month after that date. He (his lordship) was accordingly not prepared to say that that notice had been given at an unreasonable time. With regard to the effect of cl. 5, the defendant's second point, it was plain that, but for that clause, the defendants, having agreed to assign the lease and being unable to do so for want of the necessary licence, would have been obliged to return the deposit to the plaintiff. Clause 5, however, could not be disregarded; it provided for possible difficulty in obtaining the licence to assign. The efforts of the defendants to obtain the consent were limited to ones which could conveniently be made. According to the plaintiff, the clause meant that, if the licence could not be conveniently obtained, she should have the right to rescind the contract. The contract, however, expressly provided, in cl. 5, what should be the parties' rights in the event of that failure. She might, for instance, have called upon them to grant her a sub-lease of the premises. But, instead of exercising either option, the plaintiff had repudiated the contract. In his (his lordship's) opinion, the wrong view had been taken of her rights under the contract. In repudiating the contract, she had put an end to it by her own act and there was accordingly no reason why she should recover the deposit.

COUNSEL: *T. F. Davis*; *St. John Field*, K.C.

SOLICITORS: *Burnett L. Elman*; *Kenneth Brown, Baker Baker.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Chichester (M. F. L., Lady) *v.* Chichester (E. G., Sir).

Sir Boyd Merriman, P. 12th February, 1936.

DIVORCE—MAINTENANCE—NO FIXED PROPORTION BETWEEN ORDER TO SECURE AND ORDER TO PAY—DEDUCTIONS ALLOWABLE—SUPPORT OF CHILDREN OF FORMER MARRIAGE—POLICIES OF INSURANCE—COSTS—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 190 (1) (2).

These cross-motions to vary the registrar's report on petitions for variation of settlement and maintenance dealt with important questions relating to the proportion which the secured part of an order for maintenance should bear to the order to pay and allowable deductions. The registrar's report relevant to maintenance and the facts and arguments appear respectively from the excerpts from the judgment.

Sir BOYD MERRIMAN, P., in giving judgment said, that he declined to recognise the existence of any rigid rule in maintenance as to the proportion to be given to the wife, and, speaking for himself, declined to recognise the proposition that first of all the proportion had to be settled, and then, following that, how much of it was to be secured. Whatever the old ecclesiastical proceedings with regard to alimony might have been, the only principle to be observed to-day was to follow the statute, viz., Judicature Act, 1925, s. 190, sub-ss. (1) and (2). It had been urged as a matter of law that certain things must be included and certain things excluded. The first item was a sum of £400 per annum which the husband was liable to pay under a covenant by deed to the children of a former marriage. The arguments based on the general rule to be found in old cases, that in alimony *pendente lite*, such a liability of a husband to maintain children by a former wife should not be taken into account, did not commend itself. He (his lordship) declined to be fettered in any such way.

When Lady Chichester, the wife in the present suit, married Sir Edward Chichester, he was in fact under that liability, and it was plainly a circumstance which should be taken into account, in the words of the statute, in considering the husband's ability. With regard to the following item, it appeared that a sum between £450 and £470 was payable by the husband in respect, first of all, of a policy of insurance to secure a loan which amounted to £2,750 with interest, and the annual payment of £200 per annum by which the loan had been agreed to be reduced. That particular item or group of items, illustrated perfectly the undesirability of any attempt to fetter the Court in arriving at a proper figure for a wife's maintenance, because neither party had been able to suggest any principle by which any specific figure should be arrived at. The registrar thought that, taking all the circumstances into account, and that the charge would diminish year by year, though not very much, £150 per annum was the sort of figure which ought to be taken into account. He (his lordship) endorsed that view. With regard to the next item, the claim of the husband to deduct £100 per annum instalments of premium, he had agreed to pay in respect of the house he had gone into, was absolutely untenable. In the result, the registrar had arrived at a very just figure of £272 for the wife, £200 to be settled for joint lives. With regard to that proportion it had been argued that the amount ought not, according to some supposed principle, to exceed one-third or one-half. He (his lordship) did not agree with that in the least. The husband derived his income from a settled estate, and the matrimonial history showed that his income had been diminishing in alarming proportions, owing to the liabilities which he had created, although not entirely by his own fault. The present was eminently a case in which a very considerable proportion should be secured under the first sub-section, and he (his lordship) entirely agreed with the figure at which the registrar had arrived, viz., that £200 of the maintenance should be secured, and it was on the basis that that was a proper and fair thing, that amount not being subject to fluctuation, that he (his lordship) was satisfied that the whole figure of £272 was a fair one for the wife. The registrar's report would, therefore, be confirmed. After hearing arguments, his lordship ordered that the wife should have her costs of one day's hearing with one counsel, and that the trustees should be paid their costs by the husband as provided by the registrar.

COUNSEL: *Grant*, K.C., and *Bush James*, for the petitioner; *Eversheld*, K.C., and *Barnard*, for the respondent; *R. W. Goff* for the trustees.

SOLICITORS: *Withers & Co.; Gordon, Dadds & Co.; Peake & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

North *v.* North and Ogden.

Langton, J. 2nd March, 1936.

DIVORCE—BELGIAN CIVIL MARRIAGE—PROOF OF MARRIAGE—EVIDENCE (FOREIGN, DOMINION AND COLONIAL DOCUMENTS) ACT, 1933 (23 Geo. V, c. 5), s. 1—STATUTORY RULES AND ORDERS, 1933, No. 383—THE EVIDENCE (BELGIUM) ORDER, 1933.

This was a husband's petition for dissolution of marriage. The parties were married at the Civil Registry, Antwerp, in Belgium, on 27th July, 1926. There was no issue of the marriage. The respondent and co-respondent did not defend the suit.

Counsel in proof of the marriage tendered the book of record of the Civil Registry of the City of Antwerp, with a notarial translation of the entry certifying the marriage, relying upon the provisions of the Evidence (Foreign, Dominion and Colonial Documents) Act, 1933, the relevant section being as follows: Section 1 (1). "If upon consideration of a report from the Lord Chancellor and a Secretary of State, His Majesty in Council is satisfied with respect to any country that, having regard to the law of that country as to the recognition therein of public registers of the United Kingdom as authentic records and as to the proof of the contents of such registers and other matters by means of duly authenticated certificates issued by public officers in the United Kingdom, it is desirable in the interests of reciprocity to make with respect to public registers of that country and certificates issued by public officers therein such an order as is hereinafter mentioned, it shall be lawful for His Majesty in Council to make such an order accordingly. (2) An order in Council made under this section may provide that in all parts of the United Kingdom (*d*) . . . a certificate purporting to be given in the country to which the Order relates as an official certificate of any such class as is specified in the Order, and purporting to be signed by the officer, and to be authenticated in the manner specified in the Order as appropriate in the case of a certificate of that class, shall be received as evidence of the facts stated in the certificate. (3) Official books of record preserved in a central registry and containing entries copied from original registers may, if those entries were copied by officials in the course of their duty, themselves be treated for the purposes of this section as registers." By the Evidence (Belgium) Order, 1933 (S.R. & O. 1933, No. 383), s. 2 and 1st Sched., the marriage in the present case was provable by production of the book of record. This was the first case to come before the Divorce Court since the passing of the Act.

Evidence of adultery having been given, LANGTON, J., pronounced a decree *nisi*, with an order for costs against the co-respondent.

COUNSEL: *Clifford Mortimer*, for the petitioner.

SOLICITORS: *Turner & Co.*, for *Samuel J. Weaver*, Watford.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Court of Criminal Appeal

R. *v.* Roberts.

Talbot, Macnaghten and du Parcq, JJ.
27th January, 1936.

CRIMINAL LAW—EVIDENCE—EVIDENCE BY PRISONER AGAINST CO-PRISONER—PRISONER CROSS-EXAMINED AS TO PREVIOUS CONVICTION BY COUNSEL FOR CO-PRISONER—PRISONER AND CO-PRISONER CHARGED WITH DIFFERENT OFFENCES—CRIMINAL EVIDENCE ACT, 1898 (61 & 62 Vict., c. 7), s. 1 (*f*).

Appeal by one, Roberts, from a conviction at London Sessions of fraudulent conversion.

The appellant was jointly indicted with a prisoner named Moore, the appellant being charged with the fraudulent conversion of a sum of money entrusted to him by a Mrs. Steel, contrary to s. 20 (1) (iv) (*a*) of the Larceny Act, 1916, and Moore being charged in two counts with causing by false pretences two distinct sums of money to be paid by Mrs. Steel to the appellant, contrary to s. 32 (1) of the same Act. The false pretences alleged in each count were the same. The appellant, who was not defended by counsel, had said in his evidence-in-chief that certain documents had been signed by Moore in his presence, which Moore strenuously denied. Subsequently the appellant was cross-examined by Moore's counsel as to a previous conviction for forgery, which the appellant admitted. The deputy-chairman referred to this matter in his summing-up.

TALBOT, J., said that the appellant had provoked the question about his previous conviction by stating—it was immaterial whether truly or not—that Moore had signed certain documents in his presence. The appellant now appealed against conviction on the ground that it was improper to cross-examine a prisoner under trial as to a previous conviction except in certain limited circumstances defined by the Criminal Evidence Act, 1898. By that Act persons indicted for crimes were allowed to give evidence on their own behalf and were put generally on the footing of ordinary

witnesses—a course which had already been taken in certain particular cases. They were not, however, put for all purposes on the footing of ordinary witnesses, and were protected against certain questions, including questions about any previous conviction. That followed one of the cardinal principles of the criminal law, that a prisoner is to be tried on the question whether it is sufficiently proved that he has committed the offence with which he is then charged, and that it cannot be suggested to the jury, directly or indirectly, that he is likely to have committed it because he has already done something of the same kind. To the general rule there were, however, certain exceptions, and it was upon one of those that the question in this case arose. Section 1, proviso (*f*) of the Criminal Evidence Act, 1898, provided: "A person charged and called as a witness in pursuance of this Act shall not be asked, and if asked shall not be required to answer, any question tending to show that he has committed or been convicted of or been charged with any offence other than that wherewith he is then charged, or is of bad character, unless . . . (iii) he has given evidence against any other person charged with the same offence." That proviso must be strictly construed. It was easy to conceive an argument for extending the rule, that was, for allowing a further exception to the exemption of prisoners from that particular line of cross-examination. The Act must, however, be interpreted as it was. The question, therefore, arose whether the offence with which Moore was charged was the same as that with which the appellant was charged. It would clearly be impossible to say that the offences were the same, and counsel for the Crown had very properly recognised that. The matter was a fatal bar to the correctness of the conviction, which must accordingly be quashed.

COUNSEL: *Douglas Potter*, for the appellant; *John Maude*, for the Crown.

SOLICITORS: *Registrar, Court of Criminal Appeal; Solicitor for Metropolitan Police.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Locker & Woolf *v.* Western Australian Insurance Co. Ltd.

We are indebted to a correspondent for informing us that the solicitors in this case, reported at p. 185 of last week's issue, were "*W. J. Pitman*, agent for *Arthur Hall-Wright and Son*, of Birmingham, for the appellants; *Wedlake, Letts and Birds*, agents for *Freeland & Passey*, of Birmingham, for the respondents," and not as stated in the report.

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Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Personal Representative—Appropriation—Stamp Duty.

Sir,—With reference to *Q.* 3272 of the "Points in Practice," we have recently had a case of an intestate leaving a widow and one son. The greater part of the estate consisted of realty. The realty was appropriated to the two beneficiaries and disposed of by the following four assents:—

1. An assent of the properties appropriated to represent the widow's £1,000.
2. An assent of the properties appropriated to represent part of the widow's life interest in one-half of the residue.
3. An assent to represent the son's absolute interest in part of the remaining one-half of the residue.
4. An assent relating to properties retained jointly.

There is no Deed of Appropriation, and we submitted all the four assents to the Adjudication Branch for adjudication of stamp duty with a full explanation of the circumstances. The only assent adjudged liable to stamp duty was No. 1, representing the widow's £1,000.

As there seems considerable doubt as to the incidence of stamp duty in cases of appropriation, we thought the above facts might be useful.

Colchester. GOODY, SONS & WEATHERALL.
4th March.

The text has been published of the County Courts Bill presented by Mr. Oliver and supported by Mr. Price, Mr. Arthur Henderson, Mr. Hopkin, Mr. Short, Mr. Pritt and Sir Stafford Cripps. The Bill raises the limit of the cases over which a county court shall have jurisdiction from £100 to £200, and makes provision for the transfer of actions in which the claim is for less than £200 from the High Court to the County Court.

Parliamentary News.

Progress of Bills.

House of Lords.

Coinage Offences Bill.
In Committee. [11th March.
Consolidated Fund (No. 1) Bill.
Read First Time. [10th March.
Huddersfield Corporation (Trolley Vehicles) Bill.
Reported, with Amendments. [10th March.
Milk (Extension of Temporary Provisions) Bill.
Read Second Time. [10th March.
Ministry of Health Provisional Order (Bedford Joint Hospital District) Bill.
Read Second Time. [11th March.
Ministry of Health Provisional Order (Bury and District Joint Hospital District) Bill.
Read Second Time. [11th March.
Ministry of Health Provisional Order (Chester and Derby) Bill.
Read Second Time. [11th March.
Ministry of Health Provisional Order (Mid-Sussex Joint Hospital District) Bill.
Read Second Time. [11th March.
Ministry of Health Provisional Order (North-East Lindsey Joint Hospital District) Bill.
Read Second Time. [11th March.
Ministry of Health Provisional Order (St. Albans Joint Hospital District) Bill.
Read Second Time. [11th March.
Ministry of Health Provisional Order (South Staffordshire Joint Smallpox Hospital District) Bill.
Read Second Time. [11th March.
Post Office (Sites) Bill.
Read Second Time. [5th March.
Shops Bill.
Read Third Time. [10th March.
Unemployment (Northern Ireland Agreement) Bill.
Read First Time. [11th March.

House of Commons.

Brighton Marine Palace and Pier Bill.
Reported, with Amendments. [5th March.
Caledonian Power Bill (Substituted Bill).
Read First Time. [5th March.
Consolidated Fund (No. 1) Bill.
Read Third Time. [5th March.
Licensing (Amendment) Bill.
Withdrawn. [6th March.
Peace Bill.
Read First Time. [5th March.
Perth Corporation Order Confirmation Bill.
Read Third Time. [6th March.
South Essex Waterworks Bill.
Reported, with Amendments. [5th March.
Surrey County Council Bill.
Read Second Time. [11th March.
Unemployment (Northern Ireland Agreement) Bill.
Read Third Time. [10th March.
Warkworth Harbour Bill.
Reported, with Amendments. [5th March.

Questions to Ministers.

CORONER'S COURTS.

Viscountess ASTOR asked the Home Secretary whether it is proposed to introduce a Coroners Amendment Bill, following the recent publication of the report of the departmental committee which inquired into the law and practice regarding coroners.

Sir J. SIMON: Legislation would be required to give effect to a number of the committee's recommendations, but I cannot make any statement until there has been an opportunity of giving full consideration to the report. [5th March.

ESTATE DUTY (APPEALS).

Major HILLS asked the Chancellor of the Exchequer whether, seeing that there is no appeal against assessments for Death Duty made by the Inland Revenue except to the High Court, and that such a proceeding is far too expensive for most people, he will insert a clause in the next Finance Bill allowing an appeal to the local Income Tax Commissioners in the case of moderate estates, reserving to both parties a final right of appeal to the High Court if dissatisfied.

THE FINANCIAL SECRETARY TO THE TREASURY (Mr. W. S. Morrison): I would remind my right hon. and gallant Friend that an appeal on the ground of over-valuation of real or leasehold property against a charge of Estate Duty lies in the first instance to a referee, and that in other cases an appeal by a person aggrieved on any ground may, if the value of the property in dispute does not exceed £10,000, be to the county court, instead of to the High Court. The existing procedure which (except as regards valuation of real or leasehold property) has been in force since the introduction of the Estate Duty in 1894, has not, so far as I am aware, been the subject of any serious criticism nor has there been any pronounced expression of opinion in favour of its alteration. In these circumstances I am not prepared to adopt the far-reaching suggestion made by my right hon. and gallant Friend. [9th March.

ELECTRICITY SUPPLY: LAW CONSOLIDATION.

Mr. SMEDLEY CROOKE asked the Minister of Transport whether he will consider the possibility of consolidating the law in respect of electricity supply, which is now spread over eleven Acts dating from 1882 to 1935.

Mr. HORE-BELISHA: I will bear my hon. Friend's suggestion in mind. [11th March.

Societies.

University of London Law Society.

ANNUAL DINNER.

There was a record attendance of present and former students on the occasion of the annual dinner of the University of London Law Society, at Kettner's Restaurant, on 4th March. Mr. HERBERT BETUEL presided, and after the customary loyal toast he proposed the health of "Our Guests."

Lord Justice GREENE responded to the toast, and said that most of them were concerned in one way or the other with the administration of the law, or by study when qualifying themselves for the task. The administration of the law in this country was the great defence of liberty, which, after all, was the kernel of our civilisation It was the immeasurably important duty of the legal profession, all branches and degrees, to pursue the due administration of the law upon which our liberties depended. It was the one thing which stood between the subject and oppression. If there was one thing in the world to-day which showed a sad decline of civilisation, it was what they saw going on in the countries round about them in the decay of justice and the deterioration of the legal profession. "We uphold the great tradition, and it is for us and those who will follow us in the various ranks of the profession to uphold all that such a tradition stands for." They saw prosecutions in other countries on inadequate evidence on which no dog could be convicted, engineered for political purposes, with corrupt witnesses and supported by lawyers who were afraid to defend their clients because they were afraid of the executive government. This led to the death of liberty. He ventured to think that never in this country would that state be reached, when the legal profession from the Bench to the Bar and solicitors, and all who were concerned in the administration of the law, would abandon that fearless and independent rectitude which was the envy of the world.

Mr. Justice ATKINSON, proposing the toast of the University of London, said that it could teach a good deal about law, but not about the practice of law as an advocate, and the art of thinking on one's feet. It was in that respect that a debating society could be of so much use, for it filled a gap or part of it. He was a great believer in debate. It enabled one to overcome any initial nervousness. It was a valuable and a necessary part of the training of an advocate to be able to think on one's feet.

This was responded to by The Vice-Chancellor of London University, Mr. HERBERT LIGHTFOOT EASON.

Mr. RUSSELL VICK, K.C., replying to the toast of "The Legal Profession," which was proposed by Mr. AUBREY GOODWIN, said that the keynote of success in the legal profession was loyalty, which ran right through from the last joined office boy in a solicitor's office to the Lord Chancellor. They were all straining for the one purpose, viz., the administration of justice. He emphasised the importance of examination of witnesses, and said that counsel should know their judge, and have all important detail ready when the time came.

Mr. HAROLD POTTER proposed the toast of the University of London Law Society, which was acknowledged by the Hon. Secretary, Mr. K. CHAND.

The health of the President was proposed by Mr. MICHAEL O'CONNELL STRANDERS, and the President suitably replied.

Law Association.

The usual monthly meeting of the directors was held on the 2nd March, Mr. Guy H. Cholmeley in the chair. The other directors present were Mr. E. B. V. Christian, Mr. Douglas T. Garrett, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. C. D. Medley, Mr. John Venning, Mr. William Winterbotham and the secretary Mr. Andrew H. Morton. A sum of £225 was voted in relief of deserving applicants, two new members were elected and other general business transacted.

The Hardwicke Society.

A meeting of the Society was held on Friday, 28th February, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. T. H. Mayers, in the chair. Mrs. L. Ungoed Thomas moved "That this House would welcome the abolition of capital punishment." Mr. S. M. Krusin opposed. There also spoke Mrs. Violet Van der Elst, Miss Dorothy K. Dix, Miss Helen McGarvey, Mr. D. Walker-Smith, Mr. Justice Douglas, Mr. Whitfield, Mr. Crill, Mr. Schaeffer, Commander Stride, Mr. L. Ungoed Thomas, Miss Sissmore, Mr. A. Newman Hall, and Mr. J. A. Petrie. Mrs. Violet Van der Elst having replied, the house divided, and the motion was lost by twenty-one votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 25th February (Chairman, Mr. J. R. Campbell Carter). The subject for debate was: "That the case of *The Napier Star* (*Laurentic*), 53 Ll.L. Rep. 75, was wrongly decided." Mr. P. H. North Lewis opened in the affirmative, Mr. R. N. Buckmaster opened in the negative; Mr. E. W. Huddart seconded in the affirmative, Mr. C. A. G. Simkins seconded in the negative. The following members also spoke: Messrs. A. B. Jones, J. H. Kedgell, G. Roberts, Q. B. Hurst. The opener having replied, and the Chairman having summed up, the motion was carried by four votes. There were fourteen members present.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 3rd March (Chairman, Mr. R. W. Jackling), the subject for debate was: "That this House deplores the unification of mining royalties as a means of assisting the miners." Mr. L. Lewis opened in the affirmative. The following members also spoke: Messrs. M. C. Batten and A. Lyell. The opener having replied, the motion was carried by one vote. There were ten members present.

Sheffield District Incorporated Law Society.

ANNUAL MEETING.

At the sixty-first Annual General Meeting of the Sheffield District Incorporated Law Society, held at The Law Society's Hall, Campo Lane, Sheffield, on Friday, the 28th February, there were present: Mr. A. S. Fawcett (President) in the chair; also Messrs. Henry Auty, H. Bedford, Arnold Brittain, S. H. Clay, F. B. Dingle, W. Elmhirst, C. Hodgkinson, W. Carter Linay, F. Ludlam, T. Goddard Mander, C. Padley, J. Kenyon Parker, B. Rowbotham, V. Sandford, F. W. Scorah, C. Styring, T. C. Watson, J. J. Baldwin Young, R. T. Wilson, and E. A. Barker and J. Renwick (Joint Hon. Secretaries). The sixty-first annual report presented by the Committee (see summary at p. 190 of last week's issue) was received, confirmed and adopted, and the accounts of the Hon. Treasurer for the past year, as audited by the Society's professional auditors, were approved and passed. The President, in moving the report, referred to the accounts and work of the committee during the year. A resolution was passed expressing the cordial thanks and appreciation of the Society to Mr. A. S. Fawcett (the President) for the ability with which he had filled his office and the consideration which he had given to his duties during the past year. A resolution was also passed expressing the best thanks of the Society to the Hon. Treasurer of the Society, Mr. R. T. Wilson. On the proposal of Mr. A. S. Fawcett, seconded by Mr. W. Elmhirst, Mr. J. J. Baldwin Young was elected to be President of the Society for the ensuing year, and the following gentlemen were elected officers for the ensuing year:—Vice President, Mr. S. H. Clay; Hon. Treasurer, Mr. R. T. Wilson; Joint Hon. Secretaries, Messrs. E. Anthony Barker and J. Renwick; Committee, Messrs. C. H. Armatys, H. Bedford, G. A. Bolsover, J. R. Cort, R. L. Craig, W. Lindsay Crawford, F. B. Dingle, Wm. Elmhirst, A. S. Fawcett, J. W. Fenoughty, A. E. Irons, T. Goddard Mander, T. W. Menneer, C. Padley, E. W. Pye-Smith, B. Rowbotham, F. W. Scorah, G. E. Smith, Colonel W. Mackenzie Smith, Messrs. C. Styring and P. O. Walker.

Legal Notes and News.

Honours and Appointments.

The British Government have renewed the appointment of LORD SANKEY and have appointed SIR JOHN FISCHER WILLIAMS, K.C., as British members of the Permanent Court of Arbitration at the Hague. The appointment and renewal of appointment are for six years.

Mr. ERNEST E. CLELAND, K.C., has been appointed a Judge of the South Australian Supreme Court in succession to the late Mr. Justice Piper.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service:—

Mr. C. J. HORSFALL appointed Crown Counsel, Nigeria.

Mr. J. O. KELLY appointed Deputy Registrar, Supreme Court, Kenya.

Mr. G. M. MAHON appointed Magistrate, Tanganyika.

Mr. J. P. MURPHY appointed Assistant Crown Solicitor, Hong Kong.

Mr. T. H. H. PERROTT appointed Magistrate, Uganda.

Mr. H. W. B. BLACKALL (Attorney-General, Cyprus) appointed Attorney-General, Gold Coast.

Mr. A. J. CLARK, O.B.E. (Deputy Public Prosecutor, Singapore), appointed Puisne Judge, Straits Settlements.

Mr. C. W. W. GREENIDGE (Chief Justice, British Honduras) appointed Solicitor-General, Nigeria.

Mr. J. B. GRIFFIN (Crown Counsel, Uganda) appointed Attorney-General, Bahamas.

Mr. C. MATHEW (Magistrate) appointed Crown Counsel, Uganda.

Mr. F. A. MOSELEY, M.C. (Attorney-General, Nyasaland), appointed Puisne Justice, Ceylon.

Mr. J. H. VAUGHAN, M.C. (Assistant Attorney-General, Zanzibar), appointed Solicitor-General, Tanganyika.

Mr. J. W. R. ILANGAKOON (Deputy Solicitor-General) appointed Solicitor-General, Ceylon.

Mr. H. A. O. O'REILLY (Deputy Registrar-General, Trinidad) appointed Attorney-General and Registrar of the Supreme Court, St. Vincent.

Mr. GEORGE FREDERICK THOMPSON, solicitor, Legal Assistant to the Borough of West Ham, has been appointed Deputy Town Clerk of Oxford. Mr. Thompson was admitted a solicitor in 1929.

Mr. F. W. W. KEMPTON, M.A. (Cantab.), Assistant Solicitor to the Hastings Corporation, has been appointed Assistant Solicitor to the Twickenham Corporation. Mr. Kempton was admitted a solicitor in 1934.

Mr. G. A. BLAKELEY, solicitor, of Twickenham, has been appointed Assistant Solicitor to Islington Metropolitan Borough Council. Mr. Blakeley was admitted a solicitor in 1932.

The Corporation of Certified Secretaries announces that Mr. HERBERT EMERSON SMITH, LL.B., solicitor, Town Clerk, and Clerk to the Education Committee, Wimbledon, has been appointed Chairman to the Advisory Committee for Local Government Administration. Mr. Smith was admitted a solicitor in 1912.

Mr. E. BELLINGHAM, solicitor, assistant Town Clerk of Rotherham, has been recommended for appointment as Deputy Town Clerk in succession to Mr. F. Renwick, who has intimated his desire to retire for health reasons. Mr. Bellingham was admitted a solicitor in 1928.

Professional Announcements.

(2s. per line.)

Messrs. DOD, LONGSTAFFE & FENWICK, of 16 Berners-street, London, W.1, announce that they have taken into partnership Mr. MERYN LEWIS, who has been associated with the firm since 1933. The name of the firm remains unchanged.

Mr. J. GUY HEAL, solicitor, practising at Oxford-chambers, 12, St. Stephen's-street, Bristol, 1, and at Paulton and Farrington Gurney, Somerset, announces that he has taken into partnership Mr. CYRIL O. GARDINER. The practice will be carried on under the name of Guy Heal & Gardiner.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

The 104th Anniversary Festival Dinner of the United Law Clerks' Society will be held at the Connaught Rooms, London, on Monday, 16th March, when the Lord Chief Justice will preside.

Lord Amulree, formerly President of the Industrial Court, in a lecture on industrial arbitration at the London School of Economics last Wednesday, recommended the establishment of a permanent Court of industrial arbitration.

Mr. Arthur Hollis, chartered surveyor, and a member of the council of the Auctioneers' and Estate Agents' Institute (Messrs. Hollis and Webb, Leeds,), read a paper at the Auctioneers' Institute on the 5th March on "The Building Society Valuer: His Present and Future Problems."

The death occurred at Ealing on Wednesday, 19th February, of Mr. Walter Robert Slaughter, managing conveyancing clerk to Messrs. Sharpe, Pritchard & Co., Solicitors, of New Court, Carey Street, W.C. Mr. Slaughter, who was seventy-four years of age, joined the firm of Messrs. Sharpe, Pritchard & Co. on leaving school, and had been with them for more than sixty years.

The Auctioneers' and Estate Agents' Institute of the United Kingdom announce that 193 candidates sat for the Preliminary Examination held in January and 110 were successful. Mr. F. L. Locke, Highbury New Park, N.5, was placed first in order of merit, thereby gaining the Institute prize of four guineas in the form of text books for the Professional Examination.

A preliminary meeting was held on the 4th March of the members of the committee appointed by the President of the Board of Trade to enquire into Fixed Trusts in all their aspects and to report what action, if any, is desirable in the public interest. It was decided that future meetings should be held in private. The committee decided to invite the submission of evidence. Persons wishing to communicate with the committee should write to the Secretary to the Committee on Fixed Trusts, at the Board of Trade, Great George Street, Westminster, S.W.1.

Mr. St. John Field, K.C., in making an application to Mr. Justice MacKinnon in the King's Bench Division last Monday, says *The Times*, for the postponement of the trial of an action, said: "Nobody can keep pace with the Courts at the present moment. The work is getting so speedy that it is impossible to keep up with it." He pointed out that the writ in the action was issued in December and the case set down for trial nineteen days ago. The principal witness for the defendants had gone to Belgium for ten days, and the action had now come into the list unexpectedly. When the witness went abroad there were fifty-nine other actions preceding his own. Mr. Justice MacKinnon granted the application "in the particular circumstances of the case."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT I.	GROUP I. MR. JUSTICE EVE. Witness Part II.	MR. JUSTICE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Mar. 16	Blaker	Andrews	Andrews	Ritchie
,, 17	More	Jones	*More	Andrews
,, 18	Hicks Beach	Ritchie	Ritchie	More
,, 19	Andrews	Blaker	*Andrews	Ritchie
,, 20	Jones	More	More	Andrews
,, 21	Ritchie	Hicks Beach	Ritchie	More

	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Mar. 16	*More	*Jones	Hicks Beach	*Blaker
,, 17	*Ritchie	*Hicks Beach	Blaker	Jones
,, 18	*Andrews	*Blaker	Jones	*Hicks Beach
,, 19	More	*Jones	Hicks Beach	Blaker
,, 20	*Ritchie	Hicks Beach	Blaker	*Jones
,, 21	Andrews	Blaker	Jones	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 19th March, 1936.

	Div. Months.	Middle Price 11 Mar. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115¼	3 9 5	3 0 2
Consols 2½%	JAJO	85xd	2 18 10	—
War Loan 3½% 1952 or after	JD	106⅝	3 5 8	3 0 0
Funding 4% Loan 1960-90	MN	118⅝	3 7 5	2 18 2
Funding 3% Loan 1959-69	AO	103¼xd	2 18 1	2 16 2
Victory 4% Loan Av. life 23 years	MS	115¼	3 9 5	3 1 3
Conversion 5% Loan 1944-64	MN	121	4 2 8	1 18 8
Conversion 4½% Loan 1940-44	JJ	111½	4 0 9	2 4 8
Conversion 3½% Loan 1961 or after	AO	106⅝	3 5 8	3 2 3
Conversion 3% Loan 1948-53	MS	105¼	2 17 0	2 9 9
Conversion 2½% Loan 1944-49	AO	101½	2 9 3	2 5 9
Local Loans 3% Stock 1912 or after	JAJO	96xd	3 2 6	—
Bank Stock	AO	380	3 3 2	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87	3 3 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96	3 2 6	—
India 4½% 1950-55	MN	117	3 16 11	3 0 0
India 3½% 1931 or after	JAJO	98xd	3 11 5	—
India 3% 1948 or after	JAJO	85½xd	3 10 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118½	3 15 11	3 8 9
Sudan 4% 1974 Red. in part after 1950	MN	115½	3 9 3	2 14 7
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 13 5
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 5 8
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	104	3 12 1	3 7 4
Canada 4% 1953-58	MS	112	3 11 5	3 1 7
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	101xd	2 19 5	2 17 6
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	109	3 4 3	2 16 6
*Victoria 3½% 1929-49	AO	100xd	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	98	3 1 3	—
*Croydon 3% 1940-60	AO	100xd	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	108	3 4 10	2 17 10
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	106xd	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3 2 6	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	98xd	3 1 3	3 1 5
Do. do. 3% "B" 1934-2003	MS	97½	3 1 6	3 1 8
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 5
†Middlesex County Council 4% 1952-72	MN	115	3 9 7	2 17 6
† Do. do. 4½% 1950-70	MN	118	3 16 3	2 19 10
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106	3 6 0	3 3 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115	3 9 7	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	140½	3 11 2	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	131½	3 16 1	—
Gt. Western Rly. 5% Preference	MA	119½	4 3 8	—
Southern Rly. 4% Debenture	JJ	114	3 10 2	—
†Southern Rly. 4% Red. Deb. 1962-67	JJ	115½	3 9 3	3 2 4
Southern Rly. 5% Guaranteed	MA	132½	3 15 6	—
Southern Rly. 5% Preference	MA	119½	4 3 8	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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Lease 99 years. Ground Rent £25 per annum.

GREENFORD.
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On THURSDAY NEXT, 19th MARCH, at 2.30.

ABSOLUTE REVERSION on decease of life 67, to about £20,300.—Solicitors, Messrs. Fardell, Market-street, Ryde, I.O.W.

ABSOLUTE REVERSION, life 68, to about £7,000.

ABSOLUTE REVERSION, life 68, to about £5,675.—Solicitors, Messrs. Martineau & Reid, 2, Raymond-buildings, Gray's Inn, W.C.1.

ABSOLUTE REVERSION, life 58, to about £16,100.—Solicitors, Messrs. Harris & Bowker, 31, Southgate-street, Winchester. Particulars also of Messrs. James, Edwards, Brown, Harding & Ash, Chartered Accountants, 5, Coleman-street, E.C.2.

ABSOLUTE REVERSION, life 70, to about £2,000.—Solicitor, H. G. Beach, Esq., Fordingbridge, Hants.

LIFE INTEREST of male 49, in about £100 per annum.—Solicitors, Messrs. Kendall, Price & Francis, 61, Carey-street, W.C.2. Trustee, Edward Baldry, Esq., F.S.A.A., 36, New Broad-street, E.C.2.

ABSOLUTE REVERSION, life 57, to Government Stocks and Freehold and Leasehold Properties.—Solicitors, Messrs. Kendall, Price & Francis, 61, Carey-street, W.C.2.

ABSOLUTE REVERSION, life 67, to about £3,000.—Solicitors, Messrs. Murray, Hutchins & Co., 11, Birchin-Lane, E.C.3.

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